

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, November 28, 2017, 7:00pm



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PUBLIC NOTICE

The Mayor and City Council invite you to

our next City Council Meetings

TUESDAY, NOVEMBER 28, 2017

5:00 PM - Work Session

7:00 PM - Regular Meeting

South Fulton Service Center Auditorium

5600 Stonewall Tell Road

College Park, GA 30349

If you have any questions or concerns, please contact the City of South Fulton, City Hall at www.cityofsouthfultonga.gov or call 470-809-7700.

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, November 28, 2017, 5:00PM



The Honorable William “Bill” Edwards, Mayor
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem
The Honorable Carmalitha Gumbs, District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Naeema Gilyard, District 4 Councilmember
The Honorable Rosie Jackson, District 5 Councilmember
The Honorable khalid kamau, District 6 Councilmember
The Honorable Mark Baker, District 7 Councilmember

WORK SESSION AGENDA

- Vehicle Acquisition, Disposal, Fuel, Maintenance & Repair -
Presentation by Enterprise FM Trust



CITY OF SOUTH FULTON

COUNCIL AGENDA ITEM



**SUBJECT: Vehicle acquisition, disposal, fuel, maintenance
and repair via Georgia Statewide vehicle leasing
Contract # 99999-SPD-ES40199376LS-03**

DATE OF MEETING: November 28, 2017

DEPARTMENT: Finance

Work Session (X)
Regular Meeting ()
Recommendation ()
Policy/Discussion ()
Presentation ()
Other ()

BACKGROUND: (HISTORY, FACTS AND ISSUES)

The Police Department will need 20-30 police vehicles on March 26, 2018 to replace outdated vehicles. The lead-time for receiving police cars is a minimum of fourteen (14) weeks from purchase date. Parks and Recreation will need five (5) vehicles on January 6, 2018. The analysis shows that the amount of funds used in repairs could be used to replace the vehicles through a lease purchase option via the statewide contract. In addition, Fulton County owns the fuel pumps used by Police and Parks and Recreation. The City of South Fulton will have to make provisions for fuel. Using the Wex Program through state contract would allow these departments to fuel anywhere in the City. All the information would be housed in one system and monitored by the contractor. Enterprise FM Trust will present its contract program with the State of Georgia.

RECOMMENDED ACTION:

To utilize Georgia statewide vehicle leasing contract to receive complete turnkey of vehicles, fuel, and maintenance and repair services.

DEPARTMENT HEAD: Frank S. Milazi **DATE:** _____

BUDGET: \$760,000.00

FUNDING SOURCE:

Accounts:

3200-52-2200	Police (20 Vehicles)	\$200,000
3200-52-2201	Police (Maintenance - Vehicles)	\$150,000
3200-53-1270	Police (Fuel - Vehicles)	\$250,000
3510-53-1270	Fire (3 Vehicles)	\$50,000
6110-52-2200	Parks and Recreation (5 Vehicles)	\$45,000
6110-52-2201	Parks and Recreation (Maintenance – Vehicles)	\$20,000
6110-53-1270	Parks and Recreation (Fuel – Vehicles)	\$45,000

FINANCE APPROVAL: _____ **DATE:** _____

ADMINISTRATIVE COMMENTS AND RECOMMENDATION: _____

CITY MANAGER

DATE

Action Taken By Council: _____

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The Honorable William “Bill” Edwards, Mayor
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem
The Honorable Carmalitha Gumbs, District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Naeema Gilyard, District 4 Councilmember
The Honorable Rosie Jackson, District 5 Councilmember
The Honorable khalid kamau, District 6 Councilmember
The Honorable Mark Baker, District 7 Councilmember

REGULAR MEETING AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of the Consent Agenda
 - a. Meeting Minutes – Wednesday, November 8, 2017 (Special Called Meeting – Citizen Engagement Forum for Naming the City)
 - b. Meeting Minutes – Monday, November 13, 2017 (Special Called Meeting – Ballot Voting for Naming the City)
 - c. Meeting Minutes – Tuesday, November 14, 2017 (Work Session and Regular Meeting)

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- d. Proclamation – Reverend Otis Willis, Jr. Appreciation Day
(Edwards)
 - e. Proclamation – World Changers Church Appreciation Day
(Jackson)
5. Approval of the Regular Meeting Agenda
6. Proclamations and Recognitions
- a. Proclamation recognizing FAKS Allied Health Education Center Appreciation Day. **(Baker)**
7. Public Comment
- a. Speakers will be granted up to two minutes each and public comment will not exceed 30 minutes. Speakers will not be allowed to yield or donate their time to other speakers.
8. Business
- a. **Resolutions**
 - i. Resolution Establishing Citywide Neighborhood Watch Program for the City of South Fulton; and for other purposes. **(Gumbs - Res2017-072)**
 - ii. Amendment and Supplement to Resolution No. 2017-060 – Fulton Industrial CID Agreement. **(Res2017-073)**
 - iii. Resolution approving the Intergovernmental Agreement between Fulton County Schools and the City of South Fulton to provide for a School Bus Safety Enforcement Program. **(Rowell - Res2017-074)**
 - iv. Resolution approving the Inmate Detention Agreement between the City of South Fulton and East Point Police Department. **(Res2017-075)**
 - v. Resolution approving the Memorandum of Understanding between the City of South Fulton and Union City for the use of Union City's court facilities. **(Res2017-076)**

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- vi. Resolution approving the contract for Probation Supervision and Rehabilitation Services. **(Res2017-077)**

b. Ordinances

- i. **[2nd READING]** Adoption of Additional Ethics Ordinances. **(Rowell & Willis - Ord2017-031)**
- ii. **[2nd READING]** Adoption of an Ordinance to impose a surcharge on all fines imposed for violations of ordinances governing public Parks and Recreation Facilities in the City of South Fulton. **(Ord2017-032)**
- iii. **[2nd READING]** Amendment to Ordinance No.2017-018 – Rules of the Road. Ordinance to Amend Title 8 of the City of South Fulton Code of Ordinances to impose a surcharge on all fines imposed under Title 8 for specific purposes – Police Tech Retention & Recruitment. **(Ord2017-033)**
- iv. **[2nd READING]** Adoption of Ordinance Relating to the Regulation of Sexually-Oriented Businesses in the City of South Fulton Boundaries; To provide for definitions; To provide for the licensing of Sexually-Oriented Businesses; To provide for maximum fees and penalties for violation of this chapter; To provide for Appellate Rights; To provide for severability; To provide an effective date; To repeal all ordinances and parts of ordinances in conflict herewith; And for other purposes. **(Rowell - Ord2017-034)**
- v. **[2nd READING]** Amendment to Ordinance No. 2017-017 – Municipal Court. An Ordinance to Amend Title 7 of the City of South Fulton Code of Ordinances; To provide for a Quarterly Report from the Municipal Court; And for other purposes. **(Ord2017-035)**
- vi. **[2nd READING]** Amendment to Ordinance No. 2017-017 – Municipal Court. An Ordinance to Amend Title 7 of the City of South Fulton Code of Ordinances; To provide for the

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payment of costs Incurred by the City of South Fulton by the defendant upon conviction. **(Ord2017-036)**

- vii. **[1st READING]** Ordinance to Amend the Charter of the City of South Fulton Amending Section 1.10 Changing the Name of the City to the City of “**Renaissance**”. **(Ord2017-037)**
- viii. **[1st READING]** Adoption of Insurance Premium Taxation. **(Ord2017-038)**
- ix. **[1st READING]** Emergency Ordinance to establish the convening of the Municipal Court at regular intervals. **(Ord2017-039)**

- 9. City Manager’s Weekly Update (Financial Status Update – CFO)
- 10. Mayor and City Council Comments (Two Minutes Each)
- 11. Adjournment



DIVIDER SHEET



The Honorable William “Bill” Edwards, Mayor (present)
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
The Honorable Helen Z. Willis, District 3 Councilmember (present)
The Honorable Naeema Gilyard, District 4 Councilmember (present)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)
The Honorable Mark Baker, District 7 Councilmember (present)

SPECIAL CALLED MEETING MINUTES

The meeting was called to order by Mayor Edwards at 7:02pm. The roll was called and a quorum was present. The Mayor then introduced the Consultants.

1. Citizen Engagement Forum (City’s Naming Process)

Ms. Bunnie Jackson-Ransom of firstClass, Inc. and Ms. Sophie Gibson of VIVO360, Inc. began the meeting with an overview of how the total process of naming the City was conducted and compiled.

The Mayor then asked for any comments by residents. The following twenty-six (26) citizens offered public comment:

- **Mr. Joseph A. Hambrite** Naming of the City.

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- **Ms. Bernice Gordon Rucker** City name.
- **Ms. Glenda Collins** Naming of the City.
- **Ms. D. Franklin** City name.
- **Mr. Torrey Tomlinson** City name.
- **Mr. Storm Mitchell** Naming of the City.
- **Ms. Juliette Rankins** Naming the City.
- **Mr. Arnold A. Jiggetts** City name.
- **Mr. Richard Ashe** Naming of City.
- **Mr. Michael A. McCoy** New name for City.
- **Ms. Kenya Edwards** knowing the naming/branding agency presented the 20 top names, what is the voting process and what happens if we don't like the names. What's the process.
- **Ms. Eleanor Kennedy** the City name is so important. A name can evoke tone, emotion, and respectability, so let's be careful it's not a name with negative connotations.
- **Mr. Michael Venable** City name.
- **Ms. D'Lovely Gibson** We worked hard to separate ourselves from Atlanta – let's avoid the names Heights, King and South. Those names have legacies in Atlanta.
- **Ms. Tiffany Morman** I voted for the name Wolf Creek because of the Vince Lombardi quote: 'the wolf if the strength of the pack and the pack is the strength of the wolf'. Let's build our community.
- **Ms. Lynette Kamara** City name.
- **Mr. Clyde King** Naming the City.
- **Mr. Mark Cruz** City name.
- **Mr. Virgil Smith** Naming the City.
- **Mr. Anthony Davis** Naming of the City. Eliminate all names to favor areas of the City.
- **Mr. Tamahn Jamison** Naming of the City. Reference the naming of Tyrone, Georgia and its success.
- **Ms. T. Berry** I don't need to speak, if you will just read my question and allow the consultants to answer. That will suffice: Why was "South Fulton" chosen for the top 20 instead of "New south Fulton"?
- **Ms. Irene Camara** Naming City of south Fulton.
- **Mr. A. W. Davis** Name of City.
- **Ms. Beverly Young** Why did we have this meeting, I like the name 'South Fulton'.

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- **Ms. Sherrill Dunbar** Naming of the City. Some will like the name, some will not but we need to work together to make the City the best place to live.

Mayor Edwards invited each Councilmember to make comments regarding the City's naming process.

2. Adjournment

A motion was made by Councilmember Willis and seconded by Councilmember Jackson to adjourn the meeting. Hearing no objections, the meeting was adjourned at 8:20pm.



The Honorable William “Bill” Edwards, Mayor (present)
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
The Honorable Helen Z. Willis, District 3 Councilmember (present)
The Honorable Naeema Gilyard, District 4 Councilmember (present)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)
The Honorable Mark Baker, District 7 Councilmember (present)

SPECIAL CALLED MEETING MINUTES

1. Ballot Voting by Mayor and City Council
(City’s Naming Process)

The meeting was called to order by Mayor Edwards at 5:01pm, all members were present.

Following roll call, Mayor Edwards introduced the Consultants, Ms. Bunnie Jackson-Ransom and Ms. Sophie Gipson, who explained the voting process and named the following participants to be involved with counting the ballots:

- | | |
|-----------------|--|
| • Millie Shah | Accountant – Verify votes |
| • Jewell Grubbs | Teller – collect & deliver ballots to Counters |
| • Chata Spikes | Vote Counter |
| • Mark Massey | Vote Counter |

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During the first round of voting, Councilmembers voted for three (3) names from a list of twenty (20). The top three (3) names receiving the most votes from round one were as follows:

- 1) Atlanta Heights
- 2) Renaissance
- 3) Wolf Creek

The second round of voting, Councilmembers voted for two (2) names from the list of three (3) above. The top two (2) names receiving the most votes from round two were as follows:

- 1) Atlanta Heights
- 2) Renaissance

The third and last round of voting, Councilmembers voted for one name from the list of two (2) above. The Consultants announced the name of the City, **RENAISSANCE**.

Mayor Edwards asked legal counsel, Kimberly Anderson, to provide the next steps and timeline in changing the name of the City. Ms. Anderson provided a brief outline of the process and informed the Mayor and Council that legal counsel would send the timeline in written form to the City Clerk's office on tomorrow.

Mayor Edwards thanked the Consultants and citizens for their participation in selection of a City name and congratulated the City Councilmembers on their selection of the new name for the City.

2. Adjournment

A motion was made by Councilmember Gilyard and seconded by Councilmember Jackson to adjourn the meeting. Hearing no objections, the meeting was adjourned.

The meeting adjourned at 5:28pm.

Mark Massey, City Clerk



The Honorable William “Bill” Edwards, Mayor (present)
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
The Honorable Helen Z. Willis, District 3 Councilmember (present)
The Honorable Naeema Gilyard, District 4 Councilmember (present)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)
The Honorable Mark Baker, District 7 Councilmember (present)

WORK SESSION MINUTES

The Work Session was called to order by Mayor Edwards at 5:04pm. Following roll call, a quorum was present.

- **School Bus Arms Presentation (by Bunnie Jackson-Ransom)**

The City Clerk introduced Ms. Bunnie Jackson-Ransom for the School Bus Arms Presentation. Ms. Jackson-Ransom introduced Mr. David Jackson as her co-presenter.

Ms. Jackson-Ransom then introduced Ms. Tara Pin from Fulton County Schools who works with municipalities and the police departments on the School Bus Arms Project who gave an overview of the Project in the local municipalities.

Mr. David Jackson presented a PowerPoint presentation on the program and answered questions from the Mayor and Council.

- **Timeline on Renaming the City**

Mayor Edwards asked City Attorney representative Brian Lake to give Council a review of the steps needed and the timeline for renaming the City.

- **Executive Session, if necessary**

A motion was made by Councilmember Willis and seconded by Councilmember Gilyard to conduct a closed Executive Session regarding Personnel, Litigation and Real Estate. Hearing no objections, the motion passed unanimously, 7-0-0.

The Executive Session began at 5:45pm and ended at 6:55pm.

IN OPEN SESSION:

The City Clerk announced that there was no action taken in Executive Session.

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs and Councilmember Baker to close the Executive Session. The motion passed unanimously, 7-0-0.

The Work Session adjourned at 7:00pm.

Mark Massey, City Clerk



The Honorable William “Bill” Edwards, Mayor (present)
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
The Honorable Helen Z. Willis, District 3 Councilmember (present)
The Honorable Naeema Gilyard, District 4 Councilmember (present)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)
The Honorable Mark Baker, District 7 Councilmember (present)

REGULAR MEETING MINUTES

1. Call to Order

The meeting was called to order by Mayor Edwards at 7:00pm. Following the roll call, all members were present.

2. Invocation

The Invocation was rendered by Pastor Warren T. Henry.

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3. Pledge of Allegiance

The Pledge of Allegiance was recited in unison.

4. Approval of the Consent Agenda

- a. Meeting Minutes – Tuesday, October 24, 2017 (Work Session and Regular Meeting)
- b. Meeting Minutes – Friday, October 27, 2017 (Strategic Planning)
- c. Proclamation – Pearls of Vision Foundation Appreciation Day **(Edwards)**

A motion was made by Councilmember Gumbs and seconded by Councilmember Gilyard to approve/accept the consent Agenda. The motion passed unanimously, 7-0-0.

5. Approval of the Regular Meeting Agenda

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to approve/accept the Regular Meeting Agenda as amended (adding Mayor Pro Tem Rowell and Councilmember Willis as co-sponsors of Ordinance 2017-031 Ethics Ordinance and changing the Randolph Girl Scouts Appreciation Day Proclamation from 10 Girls to 9 Girls). The motion passed unanimously, 7-0-0.

6. Proclamations and Recognitions

- a. ~~FreeWishes Foundation Appreciation Day **(Willis)** [HELD]~~
- b. Recognizing 25AndOlder Sports **(Baker)** [PRESENTED]
- c. National Domestic Violence Awareness Month **(Gumbs)** [PRESENTED]
- d. Randolph Girl Scout Appreciation Day – Reid **(Rowell)** [PRESENTED]

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- e. Randolph Girl Scouts Appreciation Day – Tillman **(Rowell) [PRESENTED]**
- f. Randolph Girl Scouts Appreciation Day – 3 Girls **(Rowell) [PRESENTED]**
- g. Randolph Girl Scouts Appreciation Day – 40 9 Girls **(Rowell) [PRESENTED]**

7. Public Comment

- a. Speakers will be granted up to two minutes each and public comment will not exceed 30 minutes. Speakers will not be allowed to yield or donate their time to other speakers.

The following seven (7) Citizens offered public comment:

- **Mr. Mike Taylor** regarding City's new name.
- **Mr. John A. Jones** concerning economic development in the 5th District, printed copies of the City map showing district's, violence in and around Flatshoals Road, Buffington & Old Bill Cook Roads, and the influx of crime and any possible solutions.
- **Ms. Glenda Collins** concerning industrial classification of the new City needs to be addressed.
- **Ms. Kennetta Pillette** thanked the Mayor and Council for their service. Concerned with dumping & trash on new Wolf Creek Trail (tire dumping, utility path). Need surveillance for areas prone to dumping.
- **Mr. Sean Metcalf** suggested generating revenue through parking enforcement for the general fund.
- **Mr. John Ross** proposed establishing a credit union in South Fulton, Nova Credit Union.
- **Mr. Avon Spence** regarding Waste RFP – complaints regarding the requirement in the RFP for every household to have new containers and the point system is not fair to minority haulers.

8. Business

a. Resolutions

- i. Resolution Approving Schedule of Fines for the Municipal Court of the City of South Fulton. **(Res2017-069)**

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to approve/accept Res2017-069, with an effective date of November 1, 2017. The motion passed unanimously, 7-0-0.

- ii. Resolution Approving Contract for Tiffany Carter Sellers to Serve as the Chief Judge for the Municipal Court of the City of South Fulton, setting Compensation; and for Other Purposes. **(Res2017-070)**

A motion was made by Councilmember Willis and seconded by Councilmember Gilyard to approve/accept Res2017-070, with a friendly amendment by Mayor Pro Tem Rowell with respect to Section 10 of the Agreement, to add 'as it relates to her judicial responsibilities'. The friendly amendment was accepted. A motion was made by Councilmember Baker and seconded by Councilmember Willis to call the question (end debate). The motion passed unanimously, 7-0-0.

- iii. Resolution Authorizing the City of South Fulton Human Resources Department to conduct background checks on Prospective Employees, Vendors, and Volunteers; Authorizing the Human Resources Director to Serve As Agent for GCIC and Other Crime Databases; Authorizing the Human Resources Director to Establish Policies and Procedures; Providing or Training Resources as Necessary; Authorizing Mayor to sign all Documents Necessary to Effectuate This Resolution; Repealing Inconsistent Resolutions;

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Providing for an Effective Date; and for other purposes. **(Res2017-071)**

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to approve/accept Res2017-071, with an effective date of November 14, 2017. Mayor Pro Tem Rowell, Councilmembers Gumbs, Willis, Gilyard, Jackson and Baker voted yea. Councilmember khalid voted no. The motion passed, 6-1-0.

b. Ordinances

- i. **[SECOND READING]** Ordinance, granting to Atlanta Gas Light Company, A Georgia Corporation, hereinafter designated as “Company”, its successors and assigns, the right and franchise to use and occupy the streets, avenues, roads, public highways, alleys, lanes, ways, parks, and other public places of the City of South Fulton, Georgia, for constructing, maintaining, renewing, repairing, and operating a gas works and gas distribution system, and other necessary means for manufacturing, transmitting, distributing and selling of manufactured, natural or commingled gas within and through the City of South Fulton, Georgia; and fixing the terms and conditions of such grant; to provide provisions governing the franchise fee calculation; to provide an effective date; and for other purposes. **(Ord2017-028)**

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to approve/accept Ord2017-028 as amended in Section 13 to add ‘in care of the City Attorney’s address as the City’s address’. Mayor Pro Tem Rowell, Councilmembers Gumbs, Gilyard, Willis, Jackson and Baker voted yea. Councilmember khalid voted no. The motion passed, 6-1-0.

- ii. **[SECOND READING]** Ordinance to establish procedures to provide preference to City of South Fulton businesses in

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competitive sealed bidding for City services. **(Rowell – Ord2017-029)**

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to approve/accept Ord2017-029. The motion passed unanimously, 7-0-0.

- iii. **[SECOND READING]** Amendment to Ordinance No. 2017-012 – Addressing the jurisdiction of the Code Enforcement Board. **(Ord2017-030)**

A motion was made by Councilmember Willis and seconded by Mayor Pro Tem Rowell to approve/accept Ord2017-030. The motion passed unanimously, 7-0-0.

- iv. **[FIRST READING]** Adoption of Additional Ethics Ordinances. **(Rowell & Willis - Ord2017-031) [HEARD]**
- v. **[FIRST READING]** Adoption of an Ordinance to Impose a Surcharge on all Fines Imposed for Violations of Ordinances Governing Public Parks and Recreation Facilities in the City of South Fulton. **(Ord2017-032) [HEARD]**
- vi. **[FIRST READING]** Amendment to Ordinance No.2017-018 – Rules of the Road. Ordinance to Amend Title 8 of the City of South Fulton Code of Ordinances to Impose a Surcharge on All Fines Imposed Under Title 8 for Specific Purposes – Police Tech Retention & Recruitment. **(Ord2017-033) [HEARD]**
- vii. **[FIRST READING]** Adoption of Ordinance Relating to the Regulation of Sexually-Oriented Businesses in the City of South

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Fulton Boundaries; To Provide for Definitions; To Provide for the Licensing of Sexually-Oriented Businesses; To Provide for Maximum Fees and Penalties for Violation of this Chapter; To Provide for Appellate Rights; to Provide for Severability; To Provide an Effective Date; To Repeal All Ordinances and Parts of Ordinances in Conflict Herewith; And for Other Purposes.

(Ord2017-034) [HEARD]

- viii. **[FIRST READING]** Amendment to Ordinance No. 2017-017 – Municipal Court. An Ordinance to Amend Title 7 of the City of South Fulton Code of Ordinances; To Provide for a Quarterly Report from the Municipal Court; and for other Purposes.

(Ord2017-035) [HEARD]

- ix. **[FIRST READING]** Amendment to Ordinance No. 2017-017 – Municipal Court. An Ordinance to Amend Title 7 of the City of South Fulton Code of Ordinances; To Provide for the Payment of Costs Incurred by the City of South Fulton by the Defendant upon Conviction. **(Ord2017-036) [HEARD]**

9. Board Appointments

- a. Nomination of Ms. Joyce Armster to replace Ms. Violet Williams Crawford on the **Board of Code Enforcement. [khalid]**

A motion was made by Councilmember khalid and seconded by Councilmember Gilyard to approve/accept the nomination as presented above. The motion passed unanimously, 7-0-0.

10. City Manager's Weekly Update (Financial Status Update – CFO)

CFO, Frank Milazi said the Financial Status Update will be given at the next Regular Meeting of the Council, Tuesday, November 28, 2017.

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Mayor Edwards indicated there are some changes to the health benefits. Zina Cooper of Human Resources Department presented an explanation during a slide presentation of the benefit changes.

11. Mayor and City Council Comments (Two minutes each)

All Councilmembers and the Mayor made announcements or statements regarding activities held or upcoming in their respective districts.

12. Adjournment

Mayor Edwards entertained a motion to adjourn. A motion was made by Councilmember Baker and seconded by Mayor Pro Tem Rowell to adjourn. Hearing no objections, the meeting adjourned at 9:00pm.

Mark Massey, City Clerk



City of South Fulton

WHEREAS, Reverend Otis Willis, Jr. was a man of remarkable courage with a deep abiding faith and trust in God, Reverend Willis life was a living testament of how a person can define their own destiny when they allow God to order their steps in His word. His parents, Otis Willis sr. and Elnora Willis, created a loving home environment; and

WHEREAS, Reverend Otis Willis, Jr. was born on July 02, 1935, in Atlanta, Georgia and attended South Fulton High School in East Point, Georgia. He completed his Business Management Associate Degree from Atlanta Area Technical College in 1987. Also, Reverend Otis Willis, Jr. was a 1951 veteran of the United States Army; and

WHEREAS, Reverend Otis Willis, Jr. married the love of his life, Betty Johnson and their union brought about their three children Vincent Willis, Sr., Otis Willis, III and Eric Lamar Willis, Sr. Together they produced 10 grandchildren and 7 great grandchildren; and

WHEREAS, In 1975, Reverend Otis and Betty Willis relocated to unincorporated College Park, Georgia in the Vermont Estates Neighborhood. They began a new life where Reverend Otis Willis began a career with Sherwin Williams Paint Company and remained there through retirement; and

WHEREAS, Reverend Otis Willis, Jr. was ordained as a minister at Union Baptist Church in East Point, Georgia in 1965 and served as an Assistant Minister. He later became a faithful member and served as an Assistant Minister at Grant Chapel AME Church in East Point, Georgia until his illness.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton posthumously bestow this proclamation to Reverend Otis Willis, Jr. on his Service to the community and the Church and do hereby proclaim Saturday, November 18, 2017, as “**REVEREND OTIS WILLIS, JR. APPRECIATION DAY**” in the City of South Fulton, Georgia.

Mayor William “Bill” Edwards



City of South Fulton

WHEREAS, Creflo Dollar is the founder and senior pastor of World Changers Church International in College Park, Georgia; World Changers Church-New York; and a host of fellowship churches throughout the United States and internationally with more than 30,000 active members; and

WHEREAS, For over thirty years, World Changers Church International has been a leader within the local, national, and international community, providing simple, practical teaching and understanding of the Bible; and

WHEREAS, Dr. Dollar and Pastor Taffi credit having a successful impact on the community and throughout the world through the incredible help of volunteers and the entire congregation of the church; and

WHEREAS, World Changers Church International has an ongoing passion for seeing people excel in every area of life. Teaching the Bible with simplicity and understanding has been Pastor Dollar's trademark for over 30 years; and

WHEREAS, World Changers Church International has been a consistent supporter of the local community through its membership with the Old National Merchants Association; and

WHEREAS, In the year 2016 World Changers Church International provided over 536,000 pounds of food to 6,015 families confronted by food insecurity; provided 1,281 households with clothing and distributed 3,000 book bags.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton recognize Sunday, November 19, 2017 as World Changers Church International Day, and do hereby proclaim Sunday, November 19, 2017, as **"WORLD CHANGERS CHURCH INTERNATIONAL APPRECIATION DAY"** in the City of South Fulton, Georgia.

Councilwoman Rosie Jackson



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-072

**RESOLUTION ESTABLISHING CITYWIDE NEIGHBORHOOD WATCH
PROGRAM FOR THE CITY OF SOUTH FULTON; AND FOR OTHER
PURPOSES**

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents; and

WHEREAS, the Mayor and City Council are the governing authority of the City of South Fulton; and

WHEREAS, the Mayor and City Council are charged with the protection of health, safety, and welfare of the citizens of the City of South Fulton; and

WHEREAS, it is the desire of the Mayor and City Council to establish a Neighborhood Watch Program for the City of South Fulton; and

WHEREAS, Neighborhood Watch Programs are the most effective tools to help reduce crime in communities all throughout the City; and

WHEREAS, Neighborhood Watch Programs have virtually no cost to set up and operate throughout the communities; and

WHEREAS, Neighborhood Watch Programs create partnerships between the community and law enforcement throughout the City; and

WHEREAS, Neighborhood Watch Programs enable law enforcement to have an extra set of “ears and eyes” to report suspicious activities; and

WHEREAS, Neighborhood Watch Programs encourage citizens to be accountable for their actions and important stakeholders in the well-being of the City; and

WHEREAS, Neighborhood Watch Programs allow citizens at home to become designated ambassadors in their neighborhood; and

WHEREAS, Neighborhood Watch Programs are great communication tools for the City’s citizens and law enforcement; and

WHEREAS, Neighborhood Watch Programs are the cornerstone of crime prevention strategy and enlist the active participation of residents, in cooperation with law enforcement, to reduce crime in communities all throughout the City; and

WHEREAS, sincere and continuous interaction between the police and the community enhances the quality of life for all residents and deters crime;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, AS FOLLOWS:

1. By passage of this resolution, the City of South Fulton Mayor and City Council hereby pursue the establishment of a Citywide Neighborhood Watch Program in coordination with the Fulton County Police and the newly formed City of South Fulton Police Department.

The foregoing Resolution No. **2017-072**, adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF RENAISSANCE**

RESOLUTION NO. 2017-073

AMENDMENT AND SUPPLEMENT TO RESOLUTION NO. 2017-060

WHEREAS, the City of South Fulton (City) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the Fulton Industrial Community Improvement District (“FICID”) was established in 2010; and

WHEREAS, the City Council has determined that the expansion of the FICID would be in the best interests of the citizens of the City; and

WHEREAS, the City Council adopted Resolution No. 2017-060 on October 10, 2017, for the purpose of approving and entering into a Cooperation Agreement with the FICID and for the expansion of the FICID; and

WHEREAS, included as an exhibit to Resolution 2017-060 and reviewed by City Council was a Certificate of Compliance of the Fulton County Tax Commissioner and Tax Parcel List and map detailing the proposed the FICID expansion; and

WHEREAS, the City Council adopted by oral motion an amendment to Resolution 2017-060 to include provisions referencing the expansion of the FICID, and such provisions were thereafter included in the “Whereas” clauses of Resolution 2017-060; and

WHEREAS, in the interests of clarity and at the request of FICID, the City Council desires to supplement and amend Resolution 2017-060 to provide for explicit approval of the expansion as originally contemplated by Resolution 2017-060 and the Cooperation Agreement;

BE IT HEREBY RESOLVED by the Mayor and City Council as follows:

Section 1: The previously adopted Resolution 2017-060 is amended and supplemented to include the following as if set forth originally therein:

3. The City of South Fulton consents to the expansion of the boundaries of the Fulton Industrial Community Improvement District as set forth in the Certificate of Compliance executed by the Fulton County Tax Commissioner, attached to Resolution 2017-060.

Section 2: All resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Section 3: If any section, clause, sentence or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this resolution.

Section 4: This resolution shall become effective immediately upon its adoption by the City Council.

The foregoing Resolution No. **Res2017-073**, was adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017.

CITY OF SOUTH FULTON, GEORGIA

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-074

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL
AGREEMENT BETWEEN FULTON COUNTY SCHOOLS AND THE
CITY OF SOUTH FULTON TO PROVIDE FOR A SCHOOL BUS
SAFETY ENFORCEMENT PROGRAM**

WHEREAS, the City of South Fulton (the “City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, Fulton County Schools is a school district in the State of Georgia operating school bus services within the City; and

WHEREAS, City residents attend Fulton County Schools, and the City and Fulton County Schools desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests and safety of the City’s citizens; and

WHEREAS, Fulton County Schools entered into a Professional Services Agreement dated October 9, 2014 with American Traffic Solutions, Inc. (“ATS”) to provide School District with a School Bus Safety Camera Enforcement Program; and

WHEREAS, the City wishes to implement an automated enforcement program for school bus stop arm violations (“School Bus Safety Camera Enforcement Program”) within its jurisdiction as authorized by State law codified at O.C.G.A. § 40-6-163; and

WHEREAS, the Court of Appeals of Georgia upheld as constitutional a similar camera-based enforcement program in *City of Duluth v. Morgan*, 287 Ga. App. 322, 325 (2007); and

WHEREAS, the City finds that ATS has the knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the “Axisis™ System”, to allow Fulton County Schools to implement and maintain a School Bus Safety Camera Enforcement Program; and

WHEREAS, Fulton County Schools and the City desire to enter into an Intergovernmental Agreement for ATS to provide a School Bus Safety Camera Enforcement Program to Fulton County Schools operating bus services within the boundaries of the City; and

WHEREAS, the City finds it to be in the public interest and for the health, safety, welfare, and well-being of the City and its inhabitants to establish a School Bus Safety Camera Enforcement Program by Intergovernmental Agreement as authorized by O.C.G.A. § 40-6-163(d)(9);

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.
2. The Mayor is authorized to enter into an Intergovernmental Agreement, on behalf of the City of South Fulton, with Fulton County Schools to provide for a School Bus Safety Camera Enforcement Program provided by ATS, as generally set forth in the proposed contract that is attached to this Resolution as “Exhibit 1.”
3. The Interim City Attorney shall review and approve the Intergovernmental Agreement before it is executed.
4. In the event any portion of this resolution shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.
5. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.
6. Unless specifically specified elsewhere in this resolution or in the Intergovernmental Agreement, the effective date of this Resolution shall be _____.

The foregoing Resolution No. **Res2017-074**, was adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT BETWEEN
FULTON COUNTY SCHOOLS AND THE CITY OF SOUTH FULTON**

This Intergovernmental Agreement ("IGA") is entered into this ____ day of _____, 20__, between Fulton County Schools, a school district in the State of Georgia, with principal offices at 6201 Powers Ferry Road, NW, Atlanta, GA 30339 ("School District") and The City of South Fulton, with principal offices at 5440 Fulton Industrial Boulevard, Atlanta, GA, 30336 ("Municipality"). Each entity may be referred to individually as a "party" and collectively as the "parties."

BACKGROUND

WHEREAS, School District entered into a Professional Services Agreement dated October 9, 2014 with American Traffic Solutions, Inc. ("ATS") to provide School District with a School Bus Safety Camera Enforcement Program;

WHEREAS, Municipality wishes to implement an automated enforcement program for school bus stop arm violations ("School Bus Safety Camera Enforcement Program"); and

WHEREAS, ATS has the knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "AxisTM System", to allow the School District to implement and maintain a School Bus Safety Camera Enforcement Program.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises, the parties agree:

I. Purpose

This IGA allocates responsibility among the parties for: 1) implementing a school bus safety camera enforcement program ("Enforcement Program") to capture recorded images of motor vehicles unlawfully passing school buses; and 2) capturing the fundamental terms and conditions of services to be performed by each party, the means and methods of Enforcement Program funding, accounting and recordkeeping and the allocation of revenue realized from fines (including any fees and surcharges) for each party's services related to the Enforcement Program. Each party warrants that it has appropriate authorization to enter into this IGA.

II. School District responsibilities

School District has contracted with a third party Vendor for the provision of violation detection technology equipment and services to administer the Enforcement Program ("Program Agreement"). School District will manage the Program Agreement and Vendor relationship. Upon expiration or termination of the Program Agreement, School District will wind up performance, in accordance with the Program Agreement.

III. Municipality responsibilities

Municipality will provide law enforcement resources necessary to administer traffic enforcement and violation assessment for the Enforcement Program. In performing its obligations under this IGA, Municipality shall comply with O.C.G.A. § 40-6-163 and all statutes, regulations, policies, and ordinances related to the administration of traffic enforcement and violation assessment. Municipality will provide resources necessary to administer the Enforcement Program and prosecute violations.

Municipality will ensure that a qualified officer or other qualified staff member reviews the recorded images no later than three (3) days after the transmission of data indicating a traffic violation captured by Vendor's technology to determine whether an infraction occurred. A determination of whether an infraction occurred, and communication of such determination, shall be made no later than three (3) days after transmission of data indicating a traffic violation. The communication of such determination shall be communicated to the motorist in accordance with O.C.G.A. § 40-6-163, as that code section may be amended from time to time.

The Municipality warrants that it has sufficient funds and personnel to implement the responsibilities of this IGA, including, but not limited to, issuing citations, serving as a witness when necessary, and facilitating such law enforcement duties of the Municipality.

Municipality will reasonably cooperate with the School District in the administration of the Enforcement Program. Such cooperation may include, but is not limited to, working directly with the School District's Vendor to communicate enforcement determinations or approvals necessary for Vendor to process all paperwork (i.e., notices of violation, citations and other administrative or collections activities) and payment of civil monetary penalties.

Municipality shall maintain accounting records for violations, citations, and other administrative or collection activities and such records shall be made available for review by the School District within ten (10) days upon request. Municipality shall send monthly progress reports to the School District detailing the number of violations issued. The balance or value of an account shall be determined as of the last day of each month during the Program Agreement term.

IV. Financing and Reimbursement

School District will contract with Vendor for detection equipment, installation and field technical services and any other agreed-to services such as processing notices of violations and collections activities.

School District shall reimburse Vendor fees as required in the Program Agreement.

Each party will bear its respective administrative costs associated with the Enforcement Program.

The funds from citation will be collected in a designated account operated by the School District. After the School District reimburses the Vendor's fee, as required by the Program Agreement, each party shall be entitled to a percentage of the remaining dollar amount of fines collected as part of the Enforcement Program ("Program Revenue"):

Municipality: 50%

School District: 50%

V. Term

This IGA will commence on the Effective Date of the Program Agreement and will run concurrently with the term (including any renewal terms) set forth in the Program Agreement ("Term").

VI. Agency

No personnel of one party will be considered an employee or agent of any other party to this IGA. Each party to this IGA assumes full responsibility for its personnel while performing services related to the Enforcement Program. Each party shall be solely responsible for the supervision, daily direction, control and payment of salary (including provision of benefits and withholding of income taxes and social security), worker's compensation and disability benefits.

VII. Non-Assignability

None of the parties to this IGA shall assign any of the obligations or benefits of this IGA without the mutual written consent of all parties.

VIII. Community Coordination and Communication

The parties to this IGA agree to jointly determine their roles for community coordination and communication for the Enforcement Program and to jointly develop a public information/education plan for this Enforcement Program. Parties agree to assist in producing materials for public distribution.

IX. Miscellaneous Provisions

- a. In the event of any controversy which may arise out of this IGA, the parties agree to participate in mutually agreeable mediation.
- b. All notices or demands upon any party to this IGA will be in writing and will be delivered in person or sent by mail, addressed as follows:

City of South Fulton 5440 Fulton Industrial Boulevard Atlanta, GA 30336 Attn: Ruth Jones, Interim City Manager	Fulton County Schools 6201 Powers Ferry Road, NW Atlanta, GA 30339 Attn: Superintendent
---	--
- c. Headings are used for convenience only and will not be construed to limit or derogate from the meaning of each clause.
- d. This IGA may be signed in counterparts (including electronic or facsimile transmission); each counterpart will be deemed an original and all taken together constitute one and the same instrument.
- e. To the extent required by applicable law, the parties will include as attachments to this IGA authenticated copies of each appropriate action by ordinance, resolution or otherwise of the governing bodies authorizing the execution hereof.
- f. This IGA represents the parties' entire understanding and complete agreement on the subject matter contained herein and supersedes any prior or contemporaneous agreements, representations or understandings, either written or verbal. This IGA may not be modified or amended, except by a mutually-agreed writing that is signed by an authorized representative of each party and, to the extent required by law made effective by authentication, determination of an agency lawyer or Attorney General or recording.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND AGREED TO BY:

Fulton County Schools

By:

Name/Title

Date _____

By:

Date

Superintendent



DIVIDER SHEET



**CITY OF SOUTH FULTON
COMMISSION AGENDA ITEM**



SUBJECT: Resolution Approving the Contract for the use of the East Point Jail

Work Session ()

Regular Meeting (X)

Recommendation ()

Policy/Discussion ()

Presentation ()

Other ()

DATE OF MEETING: November 28, 2017

DEPARTMENT: Municipal Court

BACKGROUND: (HISTORY, FACTS AND ISSUES)

This Resolution is to approve the contract between the City of South Fulton ("the City") and East Point for use of East Point's Jail

RECOMMENDED ACTION: Approval

DEPARTMENT HEAD: Judge Tiffany C. Sellers

DATE: November 21, 2017

BUDGET:

FUNDING SOURCE:

Account: Police

FINANCE APPROVAL: _____ **DATE:** _____

ADMINISTRATIVE COMMENTS AND RECOMMENDATION: _____

CITY MANAGER

DATE

Action Taken By Council: _____

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-075

**A RESOLUTION APPROVING THE INMATE DETENTION
AGREEMENT BETWEEN THE CITY OF SOUTH FULTON AND EAST
POINT POLICE DEPARTMENT**

WHEREAS, the City of South Fulton (the “City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, City Charter Section 5.10 establishes the municipal court for the City; and

WHEREAS, under Section 5.13(c) of the City Charter, the municipal court may fix punishment for offenses within its jurisdiction, including imprisonment, provided that such imprisonment does not exceed the statutory limits as now exist or hereafter provided by law; and

WHEREAS, jail facilities are required for the municipal court to carry out its authority to imprison individuals for offenses within its jurisdiction; and

WHEREAS, the City is authorized under City Charter Section 1.12(b)(7) and 3.10(e) to enter into contracts and agreements with private persons, firms, and corporations necessary for the proper administration of the affairs of the City; and

WHEREAS, the Mayor is authorized under City Charter Section 3.22(b)(4) to sign written and approved contracts and any necessary attendant documents thereof for the benefit of the City; and

WHEREAS, the City finds the Inmate Detention Agreement between the City of South Fulton and East Point Police Department to be reasonable and in the best interests of the City and its residents.

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.
2. The Mayor is authorized to enter into an Inmate Detention Agreement between the City of South Fulton and East Point Police Department, as generally set forth in the proposed contract that is attached to this Resolution as “Exhibit 1.”

3. The Interim City Attorney and the municipal judge shall review and approve the Inmate Detention Agreement between the City of South Fulton and East Point Police Department before it is executed.
4. In the event any portion of this resolution shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.
5. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.
6. Unless specifically specified elsewhere in this resolution or in the Inmate Detention Agreement, the effective date of this Resolution shall be _____.

The foregoing Resolution No. **Res2017-075**, was adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

**STATE OF GEORGIA
COUNTY OF FULTON
EAST POINT POLICE DEPARTMENT**

INMATE DETENTION AGREEMENT

This AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 201__ by and between the CITY OF EAST POINT (hereinafter “EAST POINT”), a Municipal Corporation of the State of Georgia, County of Fulton and City of South Fulton, a Municipal Corporation of the State of Georgia, County of Fulton (hereinafter “SOUTH FULTON”), acting by and through their respective officials authorized to enter into said AGREEMENT.

WITNESSETH:

WHEREAS, the Constitution provides that contracts between the EAST POINT and SOUTH FULTON for joint services, for the provision of services or for the joint or separate use of facilities or equipment for any period not exceed 50 years, provided the contract for the services or facilities is such that contracting parties are authorized by law to undertake or provide;

WHEREAS, SOUTH FULTON has a need for additional bed space to provide housing for inmates in its custody;

WHEREAS, EAST POINT is willing to provide such bed space to SOUTH FULTON at the EAST POINT MUNICIPAL JAIL (hereinafter “JAIL”) located at 2727 East Point Street, East Point, Georgia;

WHEREAS, the Parties desire to enter into an agreement for the provision of inmate detention services for the purpose of housing and maintaining SOUTH FULTON inmates;

NOW THEREFORE, in consideration of the mutual promises, covenant, and obligations herein set forth, the Parties mutually agree as follows:

1.

DETENTION OF INMATES

A. EAST POINT agrees to provide detention of Inmates, as the term is hereinafter defined, up to the weekly maximum number of Inmates provided for in subsection B, at the JAIL according to the terms set forth herein. EAST POINT will provide room, board and other necessities to all Inmates incarcerated in the JAIL under the same terms and conditions as it treats its own inmates and detainees.

B. For the purpose of this Agreement, the term “Inmates” shall mean SOUTH FULTON inmates serving time, SOUTH FULTON pre-trial detainees, and persons hereinafter required by the MUNICIPAL COURT OF THE CITY OF SOUTH FULTON to serve any sentence of incarceration. The weekly maximum number of SOUTH FULTON Inmates shall be 12.

2.

TERM

The term of this AGREEMENT shall be in effect upon the signature of all parties and shall remain in effect unless terminated by EAST POINT or by SOUTH FULTON, in accordance with Section 16 of this Agreement.

3.

PER DIEM

A. SOUTH FULTON shall pay Sixty-Five Dollars (\$65.00) per day to EAST POINT for every inmate detained in the JAIL who is the financial responsibility of SOUTH FULTON, for the cost of providing housing and other inmate services, including pre-detention identification services.

B. EAST POINT shall invoice SOUTH FULTON monthly for each inmate, specifying the name, date of birth and dates of confinement for each inmate, based upon the Inmate records of the Jail. SOUTH FULTON shall remit payment for services and costs within THIRTY (30) days of the date of receipt of said invoice. Payments shall be sent to

the City of East Point, 2777 East Point Street, East Point, Georgia 30344. Payments shall be sent timely to ensure payment within the prescribed time period.

C. Computation of Length of Stay. A prisoner per day shall be a twenty-four hour period.

D. Review of Per Diem Amount. After each yearly anniversary of this AGREEMENT, the per diem rate may be increased by EAST POINT. If such a rate increase is to be imposed, EAST POINT shall provide to SOUTH FULTON THIRTY (30) days advance notice thereof.

E. New State or Federal Regulations. In the event of any additional expense per Inmate, incurred by EAST POINT at the JAIL as a result of changes in State or Federal Law or regulations, the rate shall be increased by the amount of such increased costs as to Inmates. If such a reimbursement is to be requested, EAST POINT shall provide to SOUTH FULTON, THIRTY (30) days advanced notice thereof, and an explanation of the additional expense and supporting documentation.

4.

IDENTIFICATION AND BONDING

Until further notice, EAST POINT shall be responsible for all pre-detention identification of its inmates, including fingerprinting and photograph identification. For each Inmate, SOUTH FULTON shall provide to EAST POINT the case number contained on its incident report, and any other information at SOUTH FULTON's disposal, which is requested by EAST POINT. Inmates who use a bonding company approved by the Sheriff's Office at Fulton County, Georgia and the EAST POINT Chief of Police for bonds may be bonded out of the JAIL. However, EAST POINT will not accept any other bonds, concerning Inmates.

5.

UNIFORMS/PERSONAL PROPERTY

EAST POINT shall provide Inmates with uniforms, footwear, and personal hygiene items including, but not limited to, soap, toothpaste, toothbrushes and deodorant. EAST POINT will not accept personal property not taken directly from

an Inmate's person, such as suitcases, braincases, and bags. However, EAST POINT will accept personal property taken directly from the Inmate's person, such as rings, keys and watches, such property shall be turned over to JAIL in a sealed property bag inventoried by SOUTH FULTON. For the purposes of this Paragraph, items are deemed to be located on an Inmate's person if they are located directly on the body of the Inmate or on or in the clothes worn by an Inmate.

6.

RULES AND REGULATIONS

Inmates shall be required to abide by all Rules and Regulations of the JAIL including but not limited to visitation rules. All phones are collect type for outgoing calls. The JAIL is a non-smoking facility without television or radio privileges available for inmates. No commissary exists, and Inmates shall only receive three (3) meals per day. Visitation is on Saturday and Sundays from 9:00 A.M. to 11:00 A.M. and 1:00 P.M. to 3:00 P.M. Visitation is only allowed after inmates have been in the facility for four (4) days. The telephone number for the JAIL Information Office is 404-765-1096. EAST POINT shall provide to SOUTH FULTON a complete list of the Rules and Regulations of the JAIL upon receipt of a written request by SOUTH FULTON.

Any disciplinary actions against inmates shall be handled in accordance to the EAST POINT S.O.P. Policy A-200 for the JAIL (a copy of which shall be provided to SOUTH FULTON upon receipt of a written demand by SOUTH FULTON). SOUTH FULTON shall retrieve any Inmates reasonably deemed undesirable by EAST POINT for detention in the JAIL within a reasonable time after receipt from EAST POINT of notice requesting the retrieval of such Inmate(s).

THE SOUTH FULTON POLICE DEPARTMENT shall retrieve any inmates deemed undesirable for detention in the JAIL.

7.

APPLICABLE LAWS

EAST POINT shall enforce all applicable current and future County, State, and Federal Laws regarding the operation and maintenance of the JAIL.

8.

TRANSPORTATION OF INMATES

A. Except as otherwise provided in Paragraphs 9 and 10, SOUTH FULTON shall be responsible for the transportation of all Inmates to and from the JAIL, including but not limited to the transportation of Inmates to and from any court appearance or any medical facility.

B. EAST POINT shall have Inmates whose immediate presence in any court is required ready for pick-up by SOUTH FULTON from the JAIL no later than:

- 1) 8:30 AM each Tuesday unless on a holiday of EAST POINT;
- 2) 1:00 PM each Wednesday unless on a holiday of EAST POINT;
- 3) 8:30 AM each Thursday unless on a holiday of EAST POINT;
- 4) On such other dates and times as requested by SOUTH FULTON unless on a holiday of EAST POINT.

SOUTH FULTON shall furnish notice of the names of Inmates whose presence is required in court, as well as date and time of pick-up if requested under subparagraph (B)(4) above, to EAST POINT by telephone or fax no later than one (1) hour before designated pick-up time.

9.

EMERGENCY

A. EAST POINT shall have the authority to act on behalf of SOUTH FULTON regarding the detention and care of Inmates in any Emergency as hereinafter defined (except for medical emergencies to the extent that they are addressed in Paragraph 10), and EAST POINT shall be responsible for the transportation of Inmates in case of any Emergency. However, in the event EAST POINT shall incur expenses as a result of transporting Inmates during any Emergency involving Inmates, SOUTH FULTON will reimburse EAST POINT for any and all such expenses reasonably incurred by EAST POINT, as more specifically described in subparagraph (B).

B. Reimbursement: In the event that EAST POINT employees provide transportation services for an Inmate or Inmates pursuant to the terms of this paragraph, SOUTH FULTON shall reimburse EAST POINT at a rate of (\$0.40) cents per mile plus the hourly cost of \$20.00 per hour for the officer providing transportation. SOUTH FULTON shall make such reimbursement upon written demand by EAST POINT of payment of such costs incurred within thirty (30) days, which demand shall be made only once in any given calendar month.

C. Emergency defined: For the purpose of this Agreement, an Emergency shall be defined as a reasonably unforeseen occurrence with a potential to endanger personal safety or health, or cause substantial damage to property, that calls for immediate remedial action.

10.

MEDICAL CARE

A. EAST POINT will generally provide medical care to Inmates incarcerated in the JAIL under the same terms and conditions as it treats its own inmates and detainees.

B. In the event an Inmate complains of or exhibits symptoms of an adverse medical condition, EAST POINT shall, as soon as reasonably possible, provide the Inmate with an examination by medical para-professionals and provide treatment per their instructions.

C. In the event the medical para-professional determine that immediate emergency medical treatment is necessary for an Inmate, EAST POINT shall ensure that the Inmate is immediately transported by ambulance to Grady Memorial Hospital, or where the circumstances so require, to another hospital providing adequate emergency medical care services.

D. In the event the medical para-professionals determine that emergency medical treatment is not necessary, but that the Inmate should be taken to a hospital as soon as possible, EAST POINT shall notify SOUTH FULTON by telephone and fax of such situation, and SOUTH FULTON shall transport the Inmate to a hospital, provided that SOUTH FULTON may request EAST POINT to transport the Inmate to the

hospital. SOUTH FULTON agrees to pay travel expenses as provided for in Paragraph 9(B) in the event that EAST POINT provides such Inmate transportation.

E. In the event an Inmate must remain at the hospital to complete medical treatment, an officer of SOUTH FULTON will remain with the Inmate and transport back to the JAIL upon discharge.

11.

MEDICAL EXPENSES

Any expense incurred by EAST POINT in the rendering of medical care to Inmates shall be reimbursed by SOUTH FULTON to EAST POINT upon written demand by EAST POINT of payment of such costs incurred within the prior THIRTY (30) days, which demand shall be made only once in any given calendar month.

12.

ACCESS

SOUTH FULTON personnel shall have the right of access to the JAIL for inspection, subject to reasonable prior written or verbal notice to EAST POINT and reasonable regulations of EAST POINT.

13.

LIABILITY

Every employee acting pursuant to this Agreement shall be deemed to be the agent and employee of his/her employer, and under no circumstances shall any employee be deemed to be a regular employee or agent of any entity other than his/her regular employer.

Each of the parties agrees to release and hold harmless the other party for the negligent acts or omissions of its own employees.

Each party shall indemnify and hold harmless the other party, its director, officers or employees from and against any loss or liability for death, injury or damage.

14.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

15.

NO PROPERTY INTEREST CREATED

This Agreement shall not create any property interest by SOUTH FULTON in the JAIL, and no estate shall vest in SOUTH FULTON.

16.

TERMINATION OR DEFAULT

If either party shall violate any material provisions of this Agreement, the non-defaulting party may, by giving the violating party notice of the violation and a reasonable opportunity to cure the default, but in no event less than TEN (10) days, elect to enforce the terms of this section. If the default is not cured within THIRTY (30) days and the defaulting party has not commenced a reasonable effort to cure the default, then the non-defaulting party may terminate the Agreement. Notice of termination for a violation of a material provision of the agreement shall be in writing and no less than THIRTY (30) days prior to the termination date. Either party may terminate this agreement without cause upon thirty (30) days written notice. Notwithstanding other provisions of the agreement, either party shall have the option to bring suit for specific performance, injunction or damages at any time for failure of the other party to comply with any terms, conditions or provisions of this agreement. Neither party will be excused from complying with any terms, conditions or provisions of this agreement because of the failure of the other party upon any one (1) or more occasions to insist upon or seek compliance with any such terms or conditions.

17.

FINAL POLICY MAKING AUTHORITY

No provision of this contract shall be interpreted as delegating final policy making authority to JAIL.

18.

MISCELLANEOUS

A. It is mutually understood and agreed between the parties hereto that the terms, covenants, and conditions of this Agreement are subject to all applicable County, State, and Federal Laws, rules and regulations, as well as subject to any regulatory agencies having jurisdiction over the subject matter contained herein.

B. This Agreement constitutes the full, complete, and entire agreement between the parties.

C. Any alteration or amendment to this Agreement, by either party shall be in writing, signed by both parties' authorized representatives, and incorporated by referenced into this Agreement.

D. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall continue as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. It is acknowledged in this Agreement that the JAIL is a division of the EAST POINT POLICE DEPARTMENT and as such the JAIL is administered through the EAST POINT POLICE DEPARTMENT, which is a division of EAST POINT.

F. This Agreement is not assignable without the prior written consent of both parties.

G. Unless otherwise specified herein, notice shall be given by the United States Mail, statutory overnight delivery as defined in the Official

Code of Georgia Annotated, or hand delivery. EAST POINT and SOUTH FULTON may agree to alter, amend, or extend the applicable terms of notice upon written consent of both parties. Failure of either party to this Agreement to affirmatively or negatively deny or approve appropriate notice shall be deemed acceptance of such. Notice by United States Mail shall be deemed received within the applicable notice period upon the deposit of such written notice in the United States Mail prior to the expiration of the applicable notice period. All other notice shall be deemed received upon actual receipt.

CITY OF EAST POINT

CITY OF SOUTH FULTON

By: _____
Mayor

By: _____
Mayor

Date Approved

Date Approved

Attest:

By: _____
City Clerk

By: _____
City Clerk

Woodrow W. Blue, Jr., Chief of Police
East Point Police Department
Department
2727 East Point Street
East Point, Georgia 30344

_____, Chief of Police
City of South Fulton Police

5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336

Authorized Representative

Authorized Representative



DIVIDER SHEET



**CITY OF SOUTH FULTON
COMMISSION AGENDA ITEM**



SUBJECT: Resolution Approving the Contract for East Point

DATE OF MEETING: November 28, 2017

DEPARTMENT: Municipal Court

Work Session ()
Regular Meeting (X)
Recommendation ()
Policy/Discussion ()
Presentation ()
Other ()

BACKGROUND: (HISTORY, FACTS AND ISSUES)

This Resolution is to approve the MOU between the City of South Fulton ("the City") and Union City re: the City's use of Union City's Courtroom until a permanent solution for the City's courtroom can be finalized.

RECOMMENDED ACTION: Approval

DEPARTMENT HEAD: Judge Tiffany C. Sellers

DATE: November 21, 2017

BUDGET:

FUNDING SOURCE:

Account: Municipal Court

FINANCE APPROVAL: _____ **DATE:** _____

ADMINISTRATIVE COMMENTS AND RECOMMENDATION: _____

CITY MANAGER

DATE

Action Taken By Council: _____

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-076

**A RESOLUTION APPROVING THE MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF SOUTH FULTON AND
UNION CITY FOR THE USE OF UNION CITY'S COURT FACILITIES**

WHEREAS, the City of South Fulton (the "City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, City Charter Section 5.10 establishes the municipal court for the City; and

WHEREAS, under Section 5.12 of the City Charter, the municipal court shall convene at regular intervals; and

WHEREAS, facilities are required for the municipal court to convene at regular intervals; and

WHEREAS, the City is authorized under City Charter Section 1.12(b)(7) and 3.10(e) to enter into contracts and agreements with private persons, firms, and corporations necessary for the proper administration of the affairs of the City; and

WHEREAS, the Mayor is authorized under City Charter Section 3.22(b)(4) to sign written and approved contracts and any necessary attendant documents thereof for the benefit of the City; and

WHEREAS, the City finds the Memorandum of Understanding Between the City of South Fulton and Union City for the Use of Union City's Court Facilities to be reasonable and in the best interests of the City and its residents.

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.
2. The Mayor is authorized to enter into a Memorandum of Understanding Between the City of South Fulton and Union City for the Use of Union City's Court Facilities, as generally set forth in the proposed contract that is attached to this Resolution as "Exhibit 1."

3. The Interim City Attorney and the municipal judge shall review and approve the Memorandum of Understanding Between the City of South Fulton and Union City for the Use of Union City's Court Facilities before it is executed.
4. In the event any portion of this resolution shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.
5. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.
6. Unless specifically specified elsewhere in this resolution or in the Memorandum of Understanding, the effective date of this Resolution shall be _____.

The foregoing Resolution No. **Res2017-076**, was adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH
FULTON AND UNION CITY FOR THE USE OF UNION CITY’S MUNICIPAL
COURT FACILITIES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on the _____ day of _____ 2017 by and between the City of South Fulton, Georgia (“South Fulton”) and the City of Union City (“Union City”), both municipal corporations organized and existing under the laws of the State of Georgia, acting by and through their duly elected officials for the purpose of allowing South Fulton to temporarily conduct its municipal court proceedings at the Union City Municipal Courthouse until South Fulton has secured its own facility. South Fulton and Union City are hereinafter collectively referred to as “Party” or “Parties.”

WHEREAS, South Fulton was incorporated on May 1, 2017 and is currently transitioning services from Fulton County pursuant to Section 7.16(d) of the City Charter;

WHEREAS, pursuant to Section 7.16(d) of the City Charter, Fulton County has agreed to confer “regulatory authority and the appropriate court jurisdiction” to South Fulton on November 1, 2017;

WHEREAS, beginning November 1, 2017, South Fulton will have full jurisdiction allowed by law to adjudicate any violation of law that occurs within South Fulton’s jurisdiction;

WHEREAS, it is necessary for South Fulton to have a dedicated physical location to adjudicate any violation of law that occurs within its jurisdiction;

WHEREAS, Union City has agreed to allow South Fulton to temporarily use its court facilities until South Fulton has secured a location for its municipal court;

WHEREAS, the Parties desire to enter into this MOU for the purpose of sharing the court facilities located at 5060 Union Street, Union City, Georgia 30291 as needed for

both Parties to exercise their jurisdiction over violations that occur within their respective jurisdictions;

WHEREAS, pursuant to a mutually agreed-upon schedule set out below, the Parties will have access to the court facilities as needed to exercise their jurisdiction as deemed necessary;

WHEREAS, the Parties acknowledge that coordination between South Fulton and Union City is imperative for the public health, safety, and welfare;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **Purpose:** The purpose of this MOU is to provide South Fulton authorization and permission to use Union City's court facilities to exercise its jurisdiction over violations that occur within South Fulton's jurisdiction. The term "court facilities" referenced throughout this MOU refers to the Municipal Court located at the Union City Justice located at 5060 Union Street, Union City, Georgia 30291 and includes all courtrooms, holding facilities, and vestibules.
2. **Use of Union City's Court Facilities:** South Fulton shall have the authorization and permission to utilize Union City's court facilities to exercise its jurisdiction over violations that occur within South Fulton's jurisdiction. Based on the Parties' understanding, South Fulton is authorized to utilize the court facilities on the following dates and times, excluding all federal and State holidays:
 - Every Tuesday from 8 a.m. to 5 p.m.;
 - Every Wednesday from 1:30 p.m. to 5:30 p.m.; and
 - Every Thursday from 8 a.m. to 5 p.m.

South Fulton shall have the right to utilize Union City's court facilities upon execution of this MOU. These facilities include access to a judge's chamber, storage room, and hard-wired network connectivity.

3. **Compensation:** As consideration for South Fulton's authorization and use of Union City's court facilities, South Fulton shall compensate Union City in the amount of _____ per month, which shall be paid to Union City on the last day of every month.
4. **Default:** South Fulton shall have the right to use Union City's court facilities pursuant to the terms of this MOU for a period of _____, so long as it tenders monthly payments to Union City on a timely basis. Should South Fulton fail to comply with the terms of the MOU, such failure shall be deemed to be a default under the MOU. Upon any default, Union City shall notify South Fulton in writing and allow South Fulton to cure the default within thirty (30) days of the written notice. If such default is not cured within that 30-day period, or if South Fulton indicates that it will not cure said default, this MOU shall, at Union City's sole discretion, be immediately terminated and South Fulton's authorization and use of the court facilities shall be extinguished.
5. **Amendments:** This MOU may be modified in writing at any time during the term by mutual written consent of both parties.
6. **Relationship to Other Agreements:** Nothing contained in this MOU shall amend, alter, or modify any other Agreements entered into between South Fulton and Union City.
7. **Notices:** All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to South Fulton: City Manager
5440 Fulton Industrial Boulevard
Atlanta, GA 30336
City of South Fulton

With a copy to: Josh Belinfante, City Attorney
Robbins Ross Alloy Belinfante Littlefield LLC
999 Peachtree Street NE Suite 1120
Atlanta, GA 30309

If to Union City:

With copies to:

8. **Non-Assignability:** Neither party shall assign any of the obligations or benefits of this MOU.
9. **Effective Date:** This MOU shall be effective on November 1, 2017 and shall automatically terminate on _____ (the "Expiration Date"). Prior to the Expiration Date, South Fulton may extend the term of this MOU for thirty-day increments by providing at least thirty days' written notice to Union City.
10. **Entire Agreement:** The Parties acknowledge, one to the other, that the terms of this MOU constitute the entire understanding and MOU of the Parties regarding the subject matter of the MOU.
11. **Severability:** If a court of competent jurisdiction renders any provision of this MOU (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this MOU will continue in full force and effect as if the invalid provision or portion of the provision, were not part of this MOU.
12. **Binding Effect:** This MOU shall insure to the benefit of, and be binding upon, the respective parties' successors.
13. **Venue:** This MOU is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this MOU, the Parties agree that the venue shall be in the Superior Court of Fulton County, Georgia.
14. **Drafting of MOU:** This MOU shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed as having been prepared jointly by the Parties. Any ambiguity or uncertainty existing in this MOU shall not be interpreted or construed against any Party hereto. The Parties hereto agree that no representations except those contained herein that have been made by any Party to induce the execution of this MOU by any other Party.

15. **No Third-Party Beneficiaries:** This MOU is made between and limited to the South Fulton and Union City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than South Fulton and Union City, and no other person or entity shall be considered a third-party beneficiary of this MOU or otherwise entitled to enforce the terms of this MOU for any reason whatsoever.
16. **Counterparts:** This MOU may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.



DIVIDER SHEET



CITY OF SOUTH FULTON
COMMISSION AGENDA ITEM



SUBJECT: Resolution Approving the Professional Probation Services, Inc's contract

Work Session ()

Regular Meeting (X)

Recommendation ()

Policy/Discussion ()

Presentation ()

Other ()

DATE OF MEETING: November 28, 2017

DEPARTMENT: Municipal Court

BACKGROUND: (HISTORY, FACTS AND ISSUES)

This Resolution is to approve the contract for Professional Probation Services, Inc.

RECOMMENDED ACTION: Approval

DEPARTMENT HEAD: Judge Tiffany C. Sellers

DATE: November 21, 2017

BUDGET:

FUNDING SOURCE:

Account: Municipal Court

FINANCE APPROVAL: _____ **DATE:** _____

ADMINISTRATIVE COMMENTS AND RECOMMENDATION: _____

CITY MANAGER

DATE

Action Taken By Council: _____

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-077

**A RESOLUTION APPROVING THE CONTRACT FOR PROBATION
SUPERVISION AND REHABILITATION SERVICES**

WHEREAS, the City of South Fulton (the “City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, under City Charter Section 5.13(c), the municipal court has the authority to fix punishment for offenses within its jurisdiction and to provide for alternative sentencing; and

WHEREAS, the City is authorized under City Charter Section 1.12(b)(7) and 3.10(e) to enter into contracts and agreements with private persons, firms, and corporations necessary for the proper administration of the affairs of the City; and

WHEREAS, the Mayor is authorized under City Charter Section 3.22(b)(4) to sign written and approved contracts and any necessary attendant documents thereof for the benefit of the City; and

WHEREAS, the City finds the Contract for Probation Supervision and Rehabilitation Services to be reasonable and in the best interests of the City and its residents.

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.
2. The Mayor is authorized to enter into a Contract for Probation Supervision and Rehabilitation Services, as generally set forth in the proposed contract that is attached to this Resolution as “Exhibit 1.”
3. The Interim City Attorney and the municipal judge shall review and approve the Contract for Probation Supervision and Rehabilitation Services before it is executed.
4. In the event any portion of this resolution shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

5. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.
6. Unless specifically specified elsewhere in this resolution or in the Contract, the effective date of this Resolution shall be _____.

The foregoing Resolution No. _____ was adopted on _____
 _____ was offered by Councilmember _____, who
 moved its approval. The motion was seconded by Councilmember _____, and
 being put to a vote, the result was as follows:

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

**STATE OF GEORGIA
COUNTY OF FULTON**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 20____, by and between the City of South Fulton, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the South Fulton Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand

(\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.

- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the South Fulton Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the solicitor and with the advice and express written consent of the solicitor, which is now given, the City designates PPSI as the sole private entity to be used for the purpose of monitoring program participants' compliance with a Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by sentenced offenders. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the solicitor.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of December, 2017, and shall continue with a specific expiration date of the 30th day of November, 2018, which shall be the anniversary date of this contract. The contract shall automatically renew for specific one-year terms on December 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than thirty (30) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. Notwithstanding anything herein, this contract may be terminated by the City without cause upon giving a thirty (30) day written notice to PPSI of its intention to do so.

The City shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the City.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City. The City shall have no obligation for fees incurred during this contract term and none in subsequent renewals in accordance with O.C.G.A. §36-60-13.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the South Fulton Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Fulton County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City:	The City of South Fulton 5440 Fulton Industrial Boulevard Atlanta, GA 30336
As to PPSI:	Professional Probation Services, Inc. 1770 Indian Trail Road, Suite 350 Norcross, Georgia 30093 Attn: John C. Cox, President

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the _____ day of _____, 20 ____.

THE CITY OF SOUTH FULTON

PROFESSIONAL PROBATION SERVICES, INC.

William Edwards, Mayor

John C. Cox, President

APPROVED BY THE SOUTH FULTON MUNICIPAL COURT

Tiffany Sellers, Chief Judge

Solicitor



Specifications for Services

Pay-Only Probation Supervision	\$0.00 – First Month, then \$40.00 per month for months two, three, and four. The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.
Basic Probation Supervision	\$40.00 per month
Intensive Probation Supervision	\$45.00 per month with field visits
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$40.00 per month
Electronic Monitoring	<p><u>Random Breath Alcohol Monitoring (\$9.00 per day + \$50.00 Activation Fee)</u> Defendant is summoned randomly to a SCRAM remote breath device to give a breath test.</p> <p><u>GPS Monitoring (\$10.00 per day + \$50.00 Activation Fee)</u> A GPS device actively monitors the defendant's movements 24/7 via satellite. Can set exclusionary and inclusionary zones</p> <p><u>Trans-dermal Alcohol Monitoring (\$12.00 per day + \$50.00 Activation Fee)</u> The defendant's alcohol consumption is monitored 24/7 through a cellular receiver.</p>
On-Site, Multi-Panel Drug Screen	\$15.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
Court and On-Line Access to the PPSI Offender Management Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity No Cost to any of our more than 40 locations nationwide
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the Court, and Naming the Court as an Additional Insured	No Cost – Professional and General Liability



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE No. 2017-031

ADOPTION OF ADDITIONAL ETHICS ORDINANCES.

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, the Mayor and City Council deem it essential to the proper operation of a republican form of government that public officials be, and give the appearance of being, independent, impartial, and responsible to their constituents; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain;

WHEREAS, at its inaugural meeting on April 29, 2017, the City Council passed Ordinance No. 2017-003, which contained various provisions establishing municipal laws governing ethical standards of public officers and employees;

WHEREAS, at the May 23, 2017 meeting of the Mayor and City Council, the City Council passed a resolution seeking certification of the City as a City of Ethics by the Georgia Municipal Association;

WHEREAS, the City Council seeks to revise the existing ethics ordinance;

THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1: The City of South Fulton Code of Ordinances, Title 1, Chapter 5, “Ethics Policy” is repealed in its entirety and replaced as follows:

CHAPTER 5. – CODE OF ETHICS

Sec. 1-5001. - Declaration of policy.

The purpose of this Code of Ethics is to:

- (a) Encourage high ethical standards in official conduct by city officials;
- (b) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the City;

(c) Require disclosure by such officials of private financial or other interest in matters affecting the City; and

(d) Serve as a basis for disciplining those who refuse to abide by its terms.

Sec. 1-5002. - Scope.

(a) The provisions of this Code of Ethics shall be applicable to all City Officials as defined in Sec. 1-5003.

(b) Notwithstanding anything herein to the contrary, state law and the City Charter shall be controlling in the event of an actual conflict with the provisions of this Code of Ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the City Charter.

Sec. 1-5003. - Definitions.

Solely for the purposes of this Code of Ethics:

(a) *City Official* or *Official*, unless otherwise expressly defined does not include City employees but does mean the Mayor, members of the City Council, Municipal Judges (including substitute judges), City Manager, City Clerk, City Attorney, and all other persons holding positions designated by the City Charter, as amended. The term "City Official" also includes all individuals, including any City employees, appointed by the Mayor and/or the City Council as appropriate, to serve on City authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the Mayor and/or City Council.

(b) *Decision* means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the City Council or other City board or commission, as well as the discussions or deliberations of the City Council, board, or commission which can or may lead to a vote or formal action by that body.

(c) *Employee* means any person who is a full-time or part-time employee of the City.

(d) *Immediate family* means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

(e) *Incidental interest* means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

(f) *Remote interest* means an interest of a person or entity, including a City official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general City fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

(g) *Substantial interest* means an interest, either directly or through a member of the immediate family, in another person or entity, where:

(1) the interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or

(2) the funds received by the person from the other person or entity during the previous 12 months either equal or exceed:

(A) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or

(B) ten percent of the recipient's gross income during that period, whichever is less;

(3) the person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the City Council; or

(4) the person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

Sec. 1-5004. - Prohibitions.

(a) No City official shall violate the Constitution or the laws of the United States, the Constitution or laws of the State of Georgia, or the City Charter or Code of Ordinances of the City of South Fulton in performing his or her public duties.

(b) Other than what is required for the proper management and operation of City government, no City official may independently direct the activities of staff or other appointed City Officials to coerce actions in violation of policy directives of the City governing authority.

(c) No City official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the City.

(d) No City official, in any matter before the City Council or other City body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as set forth in Section 3.15(a) of the Charter.

(e) No City official shall act as an agent or attorney for another in any matter before the City Council or other City body.

(f) No City official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.

(g) No City official shall enter into any contract with, or have any interest in, either directly or indirectly, the City except as authorized by state law.

(i) This prohibition shall not be applicable to the professional activities of the City Attorney in his or her work as an independent contractor and legal advisor on behalf of the City.

(ii) This prohibition shall not be applicable to an otherwise valid employment contract between the City and a City official who is not elected (such as, by way of example, a City Manager, or Chief of Police).

(iii) Any official who has a proprietary interest in an agency doing business with the City shall make that interest known in writing to the City Council and the City Clerk.

(h) All public funds shall be used for the general welfare of the people and not for personal economic gain.

(i) Public property shall be disposed of in accordance with state law.

(j) No City official shall solicit or accept other employment to be performed, or compensation to be received, while still a City official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of City duties.

(k) If a City official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the City Council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.

(l) No City official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.

(m) No City official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.

(n) A City official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.

(o) A City official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.

(p) A City official shall not order any goods and services for the city without prior official authorization for such an expenditure. No City official shall attempt to obligate the City nor give the impression of obligating the City without proper prior authorization.

(q) No City official shall draw travel funds or per diem from the City for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the City therefore.

(r) No City official shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of South Fulton nor shall any City official engage in *ex parte* communication with a Municipal Court Judge of the City of South Fulton on any matter pending before the Municipal Court of the City of South Fulton.

(s) No City official shall solicit or accept campaign contributions in any government-owned building.

(t) No City official shall use government owned property for any political or campaign-related use.

(u) No City official shall disclose or release any confidential information acquired by virtue of their office unless required by law or authorized by the City to do so. Nor shall any City official use confidential information for personal or private gain, for themselves, any other person, or business entity.

Sec. 1-5005. – Conflict of Interest.

(a) A City Official may not participate in a vote or decision on a matter affecting an immediate family member or a person, entity, or property in which the official has a substantial interest. If the City Official determines that a conflict exists, the City Official must explain the conflict and not vote on or participate in the decision.

(b) A City Official who serves as a corporate officer or a member of the board of directors of a nonprofit entity must disclose their interest in said entity to the Mayor and City Council prior to participating in a vote or decision regarding the funding of the entity by or through the City.

(c) Where the interest of a City Official in the subject matter of a vote or decision is remote or incidental, the City Official may participate in the vote or decision and need not disclose the interest.

Sec. 1-5006. – Board of Ethics.

(a) **Purpose.** The purpose of the Board of Ethics is to review all complaints filed and determine whether there is clear and convincing evidence that a City Official has violated this ethics code.

(b) **Composition.** The Board shall be composed as follows:

(1) **Members.** The Board of Ethics shall consist of three persons, one appointed by the mayor, one appointed by the city council, and the third appointed by the first two above named subject to approval by a

majority of the city council. The third member of the Board of Ethics shall be a member in good standing of the State Bar of Georgia.

(2) **Appointment and Term.** All members shall be residents of the City of South Fulton and shall serve a four-year term.

(c). **Qualifications**

(1) All members of the Board of Ethics shall be residents of the City for at least one (1) year immediately preceding the date of taking office and shall remain a resident while serving on the Board.

(2) No person shall serve as a member of the Board of Ethics if the person has, or has had within the preceding one (1) year period, any interest in any contract or contracting opportunity with the city or has been employed by the City.

(3) Members of the Board of Ethics with any permit or rezoning application pending before the City, or any pending or potential litigation against the City or any City Official charged in the complaint shall be disqualified from serving on the Board of Ethics for that complaint. An alternate member of the Board of Ethics shall be selected in the same manner as the disqualified individual.

(4) No person shall serve on the Board of Ethics who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.

(5) No person shall serve on the Board of Ethics who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the Board of Ethics, or who is not qualified to be a registered voter in the City of South Fulton.

(6) Upon appointment, members of the Board of Ethics shall sign an affidavit attesting to their qualification to serve as a member of the Board of Ethics.

(7) Members shall be prohibited from engaging in city election political activities and from making campaign contributions to candidates in city elections during their terms as Board members and for six months prior to their appointment. A member who violates this subsection shall be punished by removal from Board membership

(d) The members of the Board of Ethics shall serve without compensation.

(e) The city council shall provide meeting space for the Board of Ethics and, subject to budgetary procedures and requirements of the City, such supplies and equipment as may be reasonably necessary for the Board to perform its duties and responsibilities.

(f) Members of the Board of Ethics may be removed by two-thirds vote of the city council for cause, including, but not limited to, failure to maintain any requirement for qualification to serve on the Board of Ethics.

Sec. 1-5007. – Procedure.

(a) All complaints shall be filed in the city clerk's office and a copy shall be forwarded to the Board of Ethics. Complaints may be filed only by residents of the City of South Fulton and any complaint filed by any other person shall be dismissed.

(b) Form of Complaints

(1) All complaints shall be submitted and signed under oath, shall be legibly drawn, and shall clearly address matters within the scope of this Code of Ethics. The person filing the complaint shall swear under oath at the time of the filing that he or she is a resident of the City of South Fulton, state his or her residence address (post office box is not sufficient) and home phone number, if they have one and if not their business or mobile phone number, if any. The complaint shall be supported by affidavit(s) based on personal knowledge, set forth such facts as would be admissible in evidence, and show affirmatively that the affiant is competent to testify to the matters stated therein. All document(s) referred to in the affidavit shall be attached to the affidavit(s).

(2) A complaint that does not meet the standard required by this ordinance shall be dismissed without prejudice. Repetitive failures to meet the standard imposed by this ordinance shall authorize the Board of Ethics to dismiss the complaint with prejudice.

(c) Investigation of Complaints

(1) Upon receipt of a complaint in proper form, the Board shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the City Council. The Board of Ethics is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the Board of Ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official.

(2) For complaints that are not dismissed, the Board of Ethics is empowered to collect evidence and information concerning any complaint and add the findings and results of its investigations to the file containing such complaint.

(3) Upon completion of its investigation of a complaint, the Board of Ethics is empowered to dismiss in writing those complaints which it determines are unjustified, frivolous, patently unfounded or which fail to

state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the Board of Ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official.

(4) The Board of Ethics is empowered to conduct investigations, to take evidence, and to hold hearings to address the subject matter of a complaint.

(5) The Board of Ethics is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the city council has not prescribed such forms.

(6) Findings of the Board of Ethics shall be submitted to the City Council for action.

(7) Politically-inspired complaints:

(A) Complaints that are submitted against City Officials between the beginning of the qualifying period for a municipal election when the City Official named in the complaint appears on the ballot and the certification of the same municipal election, may be accepted; however, the Board of Ethics may not take any action on the complaint until after the certification of the municipal election.

(d) Service of Complaint

(1) The City Clerk shall serve the complaint on the City Official charged as soon as practicable but in no event later than seven (7) calendar days after receipt of a proper, verified complaint.

(2) Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery.

(3) A hearing shall be held within sixty (60) calendar days after filing of the complaint. The Board of Ethics shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses.

(4) The decision of the Board of Ethics shall be rendered to Mayor and City Council within seven (7) calendar days after completion of the final hearing. At any hearing held by the Board of Ethics, the City Official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven (7) calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations.

(5) The City Official subject to the inquiry shall have also have the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section of the

ordinance shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the Board of Ethics or the City Council to act upon any complaint.

(e) Penalty

- (1) Any City Official who violates any provision of this Ethics Code shall be subject to public reprimand or censure by the City Council.
- (2) In addition to Section (1), for any City Official who violates any provision of this Ethics Code other than Sec. 1-5012, the City Council may also:
 - (A) request the resignation of the City Official;
 - (B) assess a fine pursuant to the following schedule:
 - (i) \$500.00 for the first violation within a 12-month period;
 - (ii) \$1,000.00 for a second violation within a 12-month period;
 - (iii) \$2,500.00 for any violation beyond a second violation within a 12-month period.
- (3) If the City Council determines that criminal activity was uncovered during the investigation, they may refer the case to the law enforcement agency with appropriate jurisdiction for further investigation.
- (4) No member of the governing authority shall use campaign funds to satisfy any penalty assessed pursuant to this section.
- (5) The mayor or any councilmember shall be subject to removal pursuant to Section 2.16 of this charter for:
 - (i) Failing to pay any civil penalty within 30 days of assessment of such penalty pursuant to this section; or
 - (ii) Three or more violations of Sec. 1-5004 within a 12-month period.

(f) Appeal

- (1) Any City Official or complainant adversely affected by the findings or recommendations of the Board of Ethics may obtain judicial review of such decision as provided in this Section.
- (2) An action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of Fulton County within thirty (30) days after the decision of the Board of Ethics. The filing of such application shall act as supersedeas.

Sec. 1-5008. - Complicity.

No person shall, directly or indirectly, aid, abet, agree with, assist, encourage or solicit any City Official or a City Official's partner in substantial interest to violate this chapter or to participate in any way in a violation of this chapter with or by another person.

Sec. 1-5009. – Reserved.

Sec. 1-5010. - Duty to leave meeting.

- (a) To avoid the appearance of impropriety, after any City Official or a City Official's partner in substantial interest is determined to have a conflict of interest or a potential conflict of interest in any matter, and once all questions relating to the conflict of interest have been answered to the satisfaction of the decision maker, the City Official shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the City Official may remain in the area of the room occupied by the general public. If a City Official who has a conflict of interest in a matter is present as a member of a body which is to consider the matter, the City Official shall leave his or her regular seat as a member of the body, and not return to it until deliberation and action on the matter is completed.
- (b) Nothing herein shall require members of voting bodies to leave their seats while action is taken regarding any item contained on a "consent agenda" on which there is no deliberation, the City Official's conflict has been disclosed, and the City Official abstains from voting on the item.

Sec. 1-5011. - Public contracts.

- (a) The City is prohibited from entering into any contract with a business in which a City Official or a City Official's partner in substantial interest has a controlling interest without full disclosure.
- (b) Any City Official who has or may have a personal interest in any contract shall disclose such interest prior to the first of any of the events set forth in (1), (2), (3), and (4) below:
 - (1) The solicitation of a contract; or
 - (2) The bidding of a contract; or
 - (3) The negotiation of a contract; or
 - (4) The approval by the governing body of a contract.
- (c) In addition to any other remedies available in law or equity, any contract entered into in violation of this section may be voided by resolution of the City Council.
- (d) *Mandatory provision in independent contracts.* When the City contracts with any person to act on behalf of the City as an independent contractor, the contract shall include a provision which binds the independent contractor, as a condition of accepting the contract, to comply with the applicable provisions of this chapter and

Charter. Any question about whether provisions are applicable, including the financial disclosure provisions, may be resolved by a written opinion of the City Attorney or by a decision of the Ethics Board. The governing body, if it deems it necessary or appropriate to do so, may adopt policies or guidelines to further define the circumstances under which any certain provision will or will not apply to independent contractors.

Sec. 1-5012. – Recommended Conduct for the Mayor and City Council.

(a) **Limitations.** No provision of this section shall be interpreted to infringe upon the Constitutional rights of any City Official. This section should be considered recommendations for best practices in representing the City and its governing authority. Because this section lists best practices and not requirements of City Officials, a complaint cannot lie against a City Official for any violation of this section. Any complaint against a City Official filed under this code section shall be dismissed by the Board of Ethics.

(b) **Declaration of Policy.** The public expects and deserves the highest standards of professional conduct from City Officials. The purpose of this section is to encourage a high standard for inter-personal conduct among the members of the City Council and to promote good government in the City of South Fulton. City Council members are agents of the public whose primary objective should be to address the needs of the citizens of the City of South Fulton, and therefore members must observe a code of conduct in their official duties.

(c) **Expectations of City Council Members.** All Council members should:

- (1) Regularly attend and fully participate in City Council meetings;
- (2) Demonstrate respect, kindness, and courtesy to others;
- (3) Prepare in advance of meetings and be familiar with items on the agenda;
- (4) Refrain from the use of technology unless it is germane to presentations on the meeting agenda;
- (5) Represent the City at ceremonial functions at the request of the Mayor;
- (6) Work to ensure public meetings are conducted efficiently;
- (7) Demonstrate honesty and integrity in all actions; and
- (8) Avoid undermining public confidence in City of South Fulton government.

(d) **Campaigning and Electioneering.**

- (1) City Council members may endorse candidates for any City Council seat or any other elected office.
- (2) City Council members shall not endorse any candidate for public office at or during an official City event or meeting.
- (3) City Council members shall refrain from mentioning anything regarding campaigns or any political activity at any official City event or meeting.

(e) Public Comments by City Council Members.

- (1) The opinions of City Council members can be attributed as opinions of the entire City governing authority. City Council members shall use caution when delivering an opinion whether in open meeting, in conversations, or through correspondence.
- (2) If a Council member appears in an official capacity at any meeting, board, commission, agency, or organization to give a statement or testimony, the Council member shall clearly delineate between the council member's personal opinion and the affirmative statements or opinions expressed by the City's governing body.

(f) Decorum for City Council Meetings. The following protocols shall be observed for City Council meetings:

- (1) City Council members shall respect the Mayor, fellow City Council members, City staff, and members of the general public.
- (2) City Council members shall be punctual and keep comments germane to the subject matter being discussed.
- (3) City Council members shall practice civility, professionalism, and decorum in discussions and debate.
- (4) City Council members shall voice objections politely.
- (5) City Council members shall refrain from actions that indicate partiality, prejudice or disrespect toward any speaker or person appearing before the City Council.
- (6) City Council members shall refrain from making belligerent, derogatory, impertinent, slanderous, threatening, abusive, or disparaging comments.
- (7) City Council members shall refrain from shouting or physical actions that could be construed as threatening.

Sec. 1-5013. - Reserved.

Sec. 1-5014. - Reserved.

Sec. 1-5015. - Candidates: honesty in applications for positions.

No person seeking to become a public official, employee, contractor, volunteer or appointee to any public position shall make any false or materially misleading statement, certificate, mark, rating or report in regard to any test, certification, appointment or investigation, or in any manner commit any fraud, conceal any wrongdoing or knowingly withhold information about wrongdoing in connection with employment or service with the city or in connection with a work-related contract or service of any City Official.

Sec. 1-5016. - Financial disclosure statement—Filing.

Financial disclosure statements shall be filed as required by state law.

Sec. 1-5017. - Reserved.

Sec. 1-5018. - Reserved.

Sec. 1-5019. - Reserved.

Sec. 1-5020. - Reserved.

Sec. 1-5021. - Reserved.

Sec. 1-5022. - Reserved.

Sec. 1-5023. - Reserved.

Sec. 1-5024. - Reserved.

Sec. 1-5025. - Reserved.

Sec. 1-5026. - Reserved.

Sec. 1-5027. - Reserved.

Sec. 1-5028. - Reserved.

Sec. 1-5029. - Reserved.

Sec. 1-5030. - Severability.

If any provision of this chapter is held by any court or by any federal or state agency of competent jurisdiction to be invalid as conflicting with any federal, state or city charter provision now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such provision, the conflicting provision of this chapter shall be considered a separate, distinct and independent part of this chapter, and such holding shall not affect the validity and enforceability of this chapter as a whole, or any part other than the part declared to be invalid.

- (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this chapter are or were, upon their enactment, believed by the mayor and council to be fully valid, enforceable and constitutional.
- (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this chapter is severable from every other section, paragraph, sentence, clause or phrase of this chapter. It is hereby further declared to be the intention of the mayor and council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this chapter

is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this chapter.

- (c) In the event that any phrase, clause, sentence, paragraph or section of this chapter shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the mayor and council that such invalidity, unconstitutionally or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the chapter and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the chapter shall remain valid, constitutional, enforceable, and of full force and effect.

The foregoing Ordinance No. **2017-031** adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

“SECOND READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ **2017.**

CITY OF SOUTH FULTON, GEORGIA

“SECOND READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE NO. 2017-032

**ADOPTION OF AN ORDINANCE TO IMPOSE A SURCHARGE ON ALL
FINES IMPOSED FOR VIOLATIONS OF ORDINANCES GOVERNING
PUBLIC PARKS AND RECREATION FACILITIES IN THE CITY OF SOUTH
FULTON**

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government;

WHEREAS, pursuant to Section 7.16 of the City Charter, Fulton County ordinances remain applicable within the territorial limits of the City of South Fulton;

WHEREAS, pursuant to City Charter Section 3.10(b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City;

WHEREAS, the City Council has determined the parks and recreation facilities in the City to be a top priority; and

WHEREAS, the City finds it to be in the public interest to impose a surcharge on all fines issued for violations of ordinances governing public parks and recreation facilities located in the City of South Fulton.

THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1: Establishment of a Surcharge on All Fines Imposed for Violations of Ordinances Governing Public Parks and Recreation Facilities in the City of South Fulton

TITLE 11 – PARKS AND RECREATION

Sec. 11-1000. – Surcharge Added to All Fines to be Allocated for Specific Purposes.

- (a) Except as otherwise provided by law, a surcharge of \$10 shall be imposed on all fines issued pursuant to this Title.

- (b) This surcharge shall be deposited in an established City of South Fulton Trust Fund Account and shall be eligible for use in funding support for the maintenance of the City's parks and recreational facilities.
- (c) This section shall apply to any fines imposed for violations of ordinances addressing public parks and recreation facilities.
- (d) Notwithstanding the foregoing, this additional surcharge shall not apply to citations exempt from add on fees by state law, nor shall the surcharge cause the total amount of fines to exceed that allowed by state law or the City Charter.

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3: If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

Section 4: This ordinance shall become effective immediately upon its adoption by the City Council.

The foregoing Ordinance No. **2017-032** adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

“SECOND READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____ 2017.

CITY OF SOUTH FULTON, GEORGIA

“SECOND READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORDINANCE NO. 2017-033

AMENDMENT TO ORDINANCE NO. 2017-018

_____ offers the following amendment to Ordinance No. 2017-018 entitled “Ordinance to Amend Title 8 of the City of South Fulton Code of Ordinances to Impose a Surcharge on All Fines Imposed Under Title 8 for Specific Purposes.”

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government;

WHEREAS, pursuant to City Charter Section 3.10(b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City;

WHEREAS, the City acknowledges that the latest technology for the Police Department is necessary for the protection and safety of the City and its inhabitants;

WHEREAS, the City further acknowledges that retention and active recruitment of police officers is necessary for the protection and safety of the City and its inhabitants; and

WHEREAS, the City finds it to be in the public interest and for the health, welfare, safety, comfort and well-being of the City and its inhabitants to impose a surcharge on all fines imposed under Title 8 to be used to update police department technology and to retain and recruit officers for the police department.

THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY AMENDS Ordinance 2017-018 to include the following Section:

Sec. 8-1015. – Technology Surcharge.

There shall be imposed by the City of South Fulton Municipal Court a technology surcharge in the amount of \$10.00 per conviction, plea of guilty, or plea of *nolo contendere*. Said technology surcharge shall be in addition to all other fines and fees imposed by the City of South Fulton Municipal Court. Notwithstanding the foregoing, this additional surcharge shall not apply to citations exempt from add on fees by state law, nor shall the surcharge cause the total amount of fines to exceed that allowed by

state law or the City Charter. All revenues derived from the technology surcharge shall be used by the City to provide for the technology needs of the City Police Department and the Municipal Court.

Sec. 8-1016. – Retention and Recruitment Surcharge.

There shall be imposed by the City of South Fulton Municipal Court a police retention and recruitment surcharge in the amount of \$10.00 per conviction, plea of guilty, or plea of *nolo contendere*. Said retention and recruitment surcharge shall be in addition to all other fines and fees imposed by the City of South Fulton Municipal Court. Notwithstanding the foregoing, this additional surcharge shall not apply to citations exempt from add on fees by state law, nor shall the surcharge cause the total amount of fines to exceed that allowed by state law or the City Charter. All revenues derived from the retention and recruitment surcharge shall be used by the City to recruit and retain well-qualified police officers by the City's Police Department.

The foregoing Ordinance No. **2017-033** adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

“SECOND READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____ 2017.

CITY OF SOUTH FULTON, GEORGIA

“SECOND READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE No. 2017-034

ADOPTION OF ORDINANCE RELATING TO THE REGULATION OF SEXUALLY-ORIENTED BUSINESSES IN THE CITY OF SOUTH FULTON BOUNDARIES; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR THE LICENSING OF SEXUALLY-ORIENTED BUSINESSES; TO PROVIDE FOR MAXIMUM FEES AND PENALTIES FOR VIOLATION OF THIS CHAPTER; TO PROVIDE FOR APPELLATE RIGHTS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, the City is charged with preserving the health, safety, and welfare of its citizens;

WHEREAS, the City finds that criminal statistics and studies demonstrate there are negative secondary effects associated with sexually-oriented businesses;

WHEREAS, the City desires to limit the negative secondary effects of sexually-oriented businesses within the City’s jurisdiction; and

WHEREAS, the City finds that there is a substantial need directly related to the public health, safety and welfare to comprehensively address sexually-oriented businesses.

THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS

as follows:

Section 1: The City of South Fulton Code of Ordinances, Chapter 1, Title 12 Licenses, Permits and Business Regulations, is hereby established and enacted as follows:

Chapter 1. - SEXUALLY ORIENTED BUSINESSES

Sec. 12-1001. - Purpose; findings and rationale.

- (a) *Purpose.* It is the purpose of this chapter to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually oriented businesses within the city. The provisions of this chapter have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of this chapter to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this chapter to condone or legitimize the distribution of obscene material.
- (b) *Findings and rationale.* Based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the city council, and on findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, L.L.C.* , 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.* , 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.* , 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.* , 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.* , 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *N.Y. State Liquor Authority v. Bellanca* , 452 U.S. 714 (1981); *Sewell v. Georgia* , 435 U.S. 982 (1978); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990); *City of Dallas v. Stanglin*, 490 U.S. 19 (1989); and *Flanigan's Enters., Inc. v. Fulton County*, 596 F.3d 1265 (11th Cir. 2010); *Peek-a-Boo Lounge v. Manatee County*, 630 F.3d 1346 (11th Cir. 2011); *Daytona Grand, Inc. v. City of Daytona Beach*, 490 F.3d 860 (11th Cir. 2007); *Jacksonville Property Rights Assn, Inc. v. City of Jacksonville*, 635 F.3d 1266 (11th Cir. 2011); *Artistic Entertainment, Inc. v. City of Warner Robins* , 331 F.3d 1196 (11th Cir. 2003); *Artistic Entertainment, Inc. v. City of Warner Robins*, 223 F.3d 1306 (11th Cir. 2000); *Williams v. Pryor* , 240 F.3d 944 (11th Cir. 2001); *Williams v. A.G. of Alabama* , 378 F.3d 1232 (11th Cir. 2004); *Williams v. Morgan* , 478 F.3d 1316 (11th Cir. 2007); *Gary v. City of Warner Robins* , 311 F.3d 1334 (11th Cir. 2002); *Ward v. County of Orange*, 217 F.3d 1350 (11th Cir. 2002); *Boss Capital, Inc. v. City of Casselberry*, 187 F.3d 1251 (11th Cir. 1999); *David Vincent, Inc. v. Broward County*, 200 F.3d 1325 (11th Cir. 2000); *Sammy's of Mobile, Ltd. v. City of Mobile* , 140 F.3d 993 (11th Cir. 1998); *Lady J. Lingerie, Inc. v. City of Jacksonville*, 176 F.3d 1358 (11th Cir. 1999); *This That And The Other Gift and Tobacco, Inc. v. Cobb County* , 285 F.3d 1319 (11th Cir. 2002); *DLS, Inc. v. City of Chattanooga*, 107 F.3d 403 (6th Cir. 1997); *Grand Faloon Tavern, Inc. v. Wicker* , 670 F.2d 943 (11th Cir. 1982); *International Food & Beverage Systems v. Ft. Lauderdale*, 794 F.2d 1520 (11th Cir. 1986); *5634 E. Hillsborough Ave., Inc. v. Hillsborough County*, 2007 WL 2936211 (M.D. Fla. Oct. 4, 2007), *aff'd*, 2008 WL 4276370 (11th Cir. Sept. 18, 2008) (per curiam); *Oasis Goodtime Emporium I, Inc. v. City of Doraville*, 297 Ga. 513 (2015); *Trop, Inc. v. City of Brookhaven*, 296 Ga. 85 (2014); *Fairfax MK, Inc. v. City of Clarkston*, 274 Ga. 520 (2001); *Morrison v. State*, 272 Ga. 129 (2000); *Flippen Alliance for Community Empowerment, Inc. v. Brannan*, 601 S.E.2d 106 (Ga. Ct. App. 2004); *Oasis Goodtime Emporium I, Inc. v. DeKalb County*, 272 Ga. 887 (2000); *Chamblee Visuals, LLC v. City of Chamblee* ,

270 Ga. 33 (1998); *World Famous Dudley's Food & Spirits, Inc. v. City of College Park*, 265 Ga. 618 (1995); *Airport Bookstore, Inc. v. Jackson*, 242 Ga. 214 (1978); *Imaginary Images, Inc. v. Evans*, 612 F.3d 736 (4th Cir. 2010); *LLEH, Inc. v. Wichita County*, 289 F.3d 358 (5th Cir. 2002); *Ocello v. Koster*, 354 S.W.3d 187 (Mo. 2011); *84 Video/Newsstand, Inc. v. Sartini*, 2011 WL 3904097 (6th Cir. Sept. 7, 2011); *Plaza Group Properties, LLC v. Spencer County Plan Commission*, 877 N.E.2d 877 (Ind. Ct. App. 2007); *East Brooks Books, Inc. v. Shelby County*, 588 F.3d 360 (6th Cir. 2009); *Entm't Prods., Inc. v. Shelby County*, 588 F.3d 372 (6th Cir. 2009); *Sensations, Inc. v. City of Grand Rapids*, 526 F.3d 291 (6th Cir. 2008); *World Wide Video of Washington, Inc. v. City of Spokane*, 368 F.3d 1186 (9th Cir. 2004); *Ben's Bar, Inc. v. Village of Somerset*, 316 F.3d 702 (7th Cir. 2003); *H&A Land Corp. v. City of Kennedale*, 480 F.3d 336 (5th Cir. 2007); *Hang On, Inc. v. City of Arlington*, 65 F.3d 1248 (5th Cir. 1995); *Fantasy Ranch, Inc. v. City of Arlington*, 459 F.3d 546 (5th Cir. 2006); *Illinois One News, Inc. v. City of Marshall*, 477 F.3d 461 (7th Cir. 2007); *G.M. Enterprises, Inc. v. Town of St. Joseph*, 350 F.3d 631 (7th Cir. 2003); *Richland Bookmart, Inc. v. Knox County*, 555 F.3d 512 (6th Cir. 2009); *Bigg Wolf Discount Video Movie Sales, Inc. v. Montgomery County*, 256 F. Supp. 2d 385 (D. Md. 2003); *Richland Bookmart, Inc. v. Nichols*, 137 F.3d 435 (6th Cir. 1998); *Spokane Arcade, Inc. v. City of Spokane*, 75 F.3d 663 (9th Cir. 1996); *DCR, Inc. v. Pierce County*, 964 P.2d 380 (Wash. Ct. App. 1998); *City of New York v. Hommes*, 724 N.E.2d 368 (N.Y. 1999); *Taylor v. State*, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App. July 25, 2002); *Fantasyland Video, Inc. v. County of San Diego*, 505 F.3d 996 (9th Cir. 2007); *Gammoh v. City of La Habra*, 395 F.3d 1114 (9th Cir. 2005); *Starship Enters. of Atlanta, Inc. v. Coweta County*, No. 3:09-CV-123, R. 41 (N.D. Ga. Feb. 28, 2011); *High Five Investments, LLC v. Floyd County*, No. 4:06-CV-190, R. 128 (N.D. Ga. Mar. 14, 2008); *10950 Retail, LLC v. Fulton County*, No. 1:06-CV-1923, R. 62 Order (N.D. Ga. Dec. 21, 2006); *10950 Retail, LLC v. Fulton County*, No. 1:06-CV-1923, R. 84 Contempt Order (N.D. Ga. Jan. 4, 2007); *Z.J. Gifts D-4, L.L.C. v. City of Littleton*, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31, 2001); *People ex rel. Deters v. The Lion's Den, Inc.*, Case No. 04-CH-26, Modified Permanent Injunction Order (Ill. Fourth Judicial Circuit, Effingham County, July 13, 2005); *Reliable Consultants, Inc. v. City of Kennedale*, No. 4:05-CV-166-A, Findings of Fact and Conclusions of Law (N.D. Tex. May 26, 2005); *Goldrush II v. City of Marietta*, 267 Ga. 683 (1997); and based upon reports concerning secondary effects occurring in and around sexually oriented businesses, including, but not limited to, "Correlates of Current Transactional Sex among a Sample of Female Exotic Dancers in Baltimore, MD," *Journal of Urban Health* (2011); "Does the Presence of Sexually Oriented Businesses fRelate to Increased Levels of Crime?" *Crime & Delinquency* (2012) (Louisville, KY); Metropolis, Illinois - 2011-12; Manatee County, Florida - 2007; Hillsborough County, Florida - 2006; Clarksville, Indiana - 2009; El Paso, Texas - 2008; Memphis, Tennessee - 2006; New Albany, Indiana - 2009; Louisville, Kentucky - 2004; Fulton County, GA - 2001; Chattanooga, Tennessee - 1999-2003; Jackson County, Missouri - 2008; Ft. Worth, Texas - 2004; Kennedale, Texas - 2005; Greensboro, North Carolina - 2003; Dallas, Texas - 1997; Houston, Texas - 1997, 1983; Phoenix, Arizona - 1995-98, 1979; Tucson, Arizona - 1990; Spokane, Washington - 2001; St. Cloud, Minnesota - 1994; Austin, Texas - 1986; Indianapolis, Indiana - 1984; Garden Grove, California - 1991; Los Angeles,

California - 1977; Whittier, California - 1978; Oklahoma City, Oklahoma - 1986; New York, New York Times Square - 1994; the Report of the Attorney General's Working Group on the Regulation of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota); Dallas, Texas - 2007; "Rural Hotspots: The Case of Adult Businesses," 19 Criminal Justice Policy Review 153 (2008); "Strip clubs According to Strippers: Exposing Workplace Sexual Violence," by Kelly Holsopple, Program Director, Freedom and Justice Center for Prostitution Resources, Minneapolis, Minnesota; "Sexually Oriented Businesses: An Insider's View," by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, Jan. 12, 2000; Law Enforcement and Private Investigator Affidavits (Pink Pony South, Forest Park, GA, and Adult Cabarets in Sandy Springs, GA), the city council finds:

- (1) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, prostitution, potential spread of disease, lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, litter, and sexual assault and exploitation. Alcohol consumption impairs judgment and lowers inhibitions, thereby increasing the risk of adverse secondary effects.
- (2) Each of the foregoing negative secondary effects constitutes a harm which the city has a substantial government interest in preventing and/or abating. This substantial government interest in preventing secondary effects, which is the city's rationale for this chapter, exists independent of any comparative analysis between sexually oriented and non-sexually oriented businesses. Additionally, the city's interest in regulating sexually oriented businesses extends to preventing future secondary effects of either current or future sexually oriented businesses that may locate in the city. The city finds that the cases and documentation relied on in this chapter are reasonably believed to be relevant to the secondary effects.
- (c) *Adoption of findings of secondary effects.* The city adopts and incorporates herein its stated findings and legislative record related to the adverse secondary effects of sexually oriented businesses, including the judicial opinions and reports related to such secondary effects.

Sec. 12-1002. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult bookstore or adult video store means a commercial establishment which, as one of its principal business activities, offers for sale or rental for any form of consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, videocassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the display of specified sexual activities or specified anatomical areas. A "principal business activity" exists where the commercial establishment meets any one or more of the following criteria:

- (1) At least 35 percent of the establishment's displayed merchandise consists of the items;
- (2) At least 35 percent of the retail value (defined as the price charged to customers) of the establishment's displayed merchandise consists of the items;
- (3) At least 35 percent of the establishment's revenues derive from the sale or rental, for any form of consideration, of the items;
- (4) The establishment maintains at least 35 percent of its floor space for the display, sale, or rental of the items (aisles and walkways used to access the items shall be included in "floor space" maintained for the display, sale, or rental of the items);
- (5) The establishment maintains at least 500 square feet of its floor space for the display, sale, and/or rental of the items (aisles and walkways used to access the items shall be included in "floor space" maintained for the display, sale, or rental of the items);
- (6) The establishment regularly offers for sale or rental at least 2,000 of the items;
- (7) The establishment regularly features the items and regularly advertises itself or holds itself out, in any medium, by using "adult," "adults-only," "XXX," "sex," "erotic," or substantially similar language, as an establishment that caters to adult sexual interests; or
- (8) The establishment maintains an "adult arcade," which means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are regularly maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are characterized by their emphasis upon matter exhibiting specified sexual activities or specified anatomical areas.

Adult cabaret means a nightclub, bar, juice bar, restaurant, bottle club, private club, or similar commercial establishment that regularly features live conduct characterized by semi-nudity. No establishment shall avoid classification as an adult cabaret by offering or featuring full nudity.

Adult motion picture theater means a commercial establishment where films, motion pictures, videocassettes, slides, or similar photographic reproductions which are characterized by their emphasis upon the display of specified sexual activities or specified anatomical areas are regularly shown to more than five persons for any form of consideration.

Characterized by means describing the essential character or quality of an item. As applied in this chapter, no business shall be classified as a sexually oriented business by virtue of showing, selling, or renting materials rated NC-17 or R by the Motion Picture Association of America.

Employ, employee, and employment describe and pertain to any person who performs any service on the premises of a sexually oriented business, on a full-time, part-time, or contract basis, regardless of whether the person is denominated an employee, independent contractor, agent, lessee, or otherwise. The term "employee" does not

include a person exclusively on the premises for repair or maintenance of the premises or for the delivery of goods to the premises.

Establish or *establishment* means and includes any of the following:

- (1) The opening or commencement of any sexually oriented business as a new business;
- (2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business; or
- (3) The addition of any sexually oriented business to any other existing sexually oriented business.

Feature means to give special prominence to.

Floor space means the floor area inside an establishment that is visible or accessible to patrons for any reason, excluding restrooms.

Hearing officer means an attorney, not an employee of the city, who is licensed to practice law in the state, and retained to serve as an independent tribunal to conduct hearings under this chapter.

Influential interest means any of the following:

- (1) The actual power to operate the sexually oriented business or control the operation, management or policies of the sexually oriented business or legal entity which operates the sexually oriented business;
- (2) Ownership of a financial interest of 30 percent or more of a business or of any class of voting securities of a business; or
- (3) Holding an office (e.g., president, vice-president, secretary, treasurer, managing member, managing director, etc.) in a legal entity which operates the sexually oriented business.

Licensee means a person in whose name a license to operate a sexually oriented business has been issued, as well as the individual or individuals listed as an applicant on the application for a sexually oriented business license. In the case of an employee, the term "licensee" means the person in whose name the sexually oriented business employee license has been issued.

Nudity means the showing of the human male or female genitals, pubic area, vulva, or anus with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple and areola.

Operator means any person on the premises of a sexually oriented business who manages, supervises, or controls the business or a portion thereof. A person may be found to be an operator regardless of whether such person is an owner, part owner, or licensee of the business.

Premises means the real property upon which the sexually oriented business is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the sexually oriented business, the grounds, private walkways, and parking lots and/or

parking garages adjacent thereto, under the ownership, control, or supervision of the licensee, as described in the application for a sexually oriented business license.

Regularly means the consistent and repeated doing of an act on an ongoing basis.

Semi-nude or *semi-nudity* means the showing of the female breast below a horizontal line across the top of the areola and extending across the width of the breast at that point, or the showing of the male or female buttocks. This definition shall include the lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breasts exhibited by a bikini, dress, blouse, shirt, leotard, or similar wearing apparel provided the areola is not exposed in whole or in part.

Semi-nude model studio means a place where persons regularly appear in a state of semi-nudity for money or any form of consideration in order to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons. This definition does not apply to any place where persons appearing in a state of semi-nudity did so in a class operated:

- (1) By a college, junior college, or university supported entirely or partly by taxation;
- (2) By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; or
- (3) In a structure:
 - a. Which has no sign visible from the exterior of the structure and no other advertising that indicates a semi-nude person is available for viewing; and
 - b. Where, in order to participate in a class a student must enroll at least three days in advance of the class.

Sexual device means any three-dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, female breast, or for sadomasochistic use or abuse of oneself or others and shall include devices commonly known as dildos, vibrators, penis pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

Sexual device shop means a commercial establishment that regularly features sexual devices. This definition shall not be construed to include any pharmacy, drug store, medical clinic, or any establishment primarily dedicated to providing medical or healthcare products or services,

Sexually oriented business means an adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, a semi-nude model studio, or a sexual device shop.

Sexually oriented business employee means only such employees, agents, independent contractors, or other persons, whatever the employment relationship to the business, whose job function includes posing in a state of nudity, or semi-nudity, or exposing to view within the business the specified anatomical areas as defined by this Code.

Specified anatomical areas means and includes:

- (1) Less than completely and opaquely covered: human genitals, pubic region; buttocks; and female breast below a point immediately above the top of the areola; and
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified criminal activity means any of the following specified crimes for which less than five years has elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date:

- (1) Rape, child molestation, sexual assault, sexual battery, aggravated sexual assault, aggravated sexual battery, or public indecency;
- (2) Prostitution, keeping a place of prostitution, pimping, or pandering;
- (3) Obscenity, disseminating or displaying matter harmful to a minor, or use of child in sexual performance;
- (4) Any offense related to any sexually-oriented business, including controlled substance offenses, tax violations, racketeering, crimes involving sex, crimes involving prostitution, or crimes involving obscenity;
- (5) Any attempt, solicitation, or conspiracy to commit one of the foregoing offenses; or
- (6) Any offense in another jurisdiction that, had the predicate acts been committed in the state, would have constituted any of the foregoing offenses.

Specified sexual activity means any of the following:

- (1) Intercourse, oral copulation, masturbation or sodomy; or
- (2) Excretory functions as a part of or in connection with any of the activities described in subsection (1) of this definition.

Transfer of ownership or control of a sexually oriented business means any of the following:

- (1) The sale, lease, or sublease of the business;
- (2) The transfer of securities which constitute an influential interest in the business, whether by sale, exchange, or similar means; or
- (3) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

Viewing room means the room, booth, or area where a patron of a sexually oriented business would ordinarily be positioned while watching a film, videocassette, digital video disc, or other video reproduction.

Sec. 12-1003. - License required.

- (a) *Business license.* It is unlawful for any person to operate a sexually oriented business in the city without a valid sexually oriented business license.
- (b) *Employee license.* It is unlawful for any person to be an "employee" of a sexually oriented business in the city without a valid sexually oriented business employee license, except that a person who is a licensee under a valid sexually oriented business license shall not be required to also obtain a sexually oriented business employee license.
- (c) *Application.* An applicant for a sexually oriented business license or a sexually oriented business employee license shall file in person at the office of the city manager or his or her designee a completed application made on a form provided by the city manager or designee. A sexually oriented business may designate an individual with an influential interest in the business to file its application for a sexually oriented business license in person on behalf of the business. The application shall be signed as required by subsection (d) of this section and shall be notarized. An application shall be considered complete when it contains, for each person required to sign the application, the information and/or items required in this subsection, accompanied by the appropriate licensing fee:
 - (1) The applicant's full legal name and any other names used by the applicant in the preceding five years.
 - (2) Current business address or another mailing address for the applicant.
 - (3) Written proof of age, in the form of a driver's license, a picture identification document containing the applicant's date of birth issued by a governmental agency, or a copy of a birth certificate accompanied by a picture identification document issued by a governmental agency.
 - (4) If the application is for a sexually oriented business license, the business name, location, legal description, mailing address and phone number of the sexually oriented business.
 - (5) If the application is for a sexually oriented business license, the name and business address of the statutory agent or other agent authorized to receive service of process.
 - (6) A statement of whether an applicant has been convicted of or has pled guilty or nolo contendere to a specified criminal activity as defined in this chapter, and if so, each specified criminal activity involved, including the date, place, and jurisdiction of each as well as the dates of conviction and release from confinement, where applicable.
 - (7) A statement of whether any sexually oriented business in which an applicant has had an influential interest, has, in the previous five years (and at a time during which the applicant had the influential interest):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Been subject to a court order of closure.

- (8) An application for a sexually oriented business license shall be accompanied by a legal description of the property where the business is located and a sketch or diagram showing the configuration of the premises, including a statement of total floor area occupied by the business and a statement of floor area visible or accessible to patrons for any reason, excluding restrooms. The sketch or diagram need not be professionally prepared but shall be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches. Applicants who are required to comply with the stage, booth, and/or room configuration requirements of this chapter shall submit a diagram indicating that the setup and configuration of the premises meets the requirements of the applicable regulations. The city manager may waive the requirements of this subsection for a renewal application if the applicant adopts a legal description and a sketch or diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

The information provided pursuant to this subsection (c) shall be supplemented in writing by certified mail, return receipt requested, to the city manager or designee within ten working days of a change of circumstances which would render the information originally submitted false or incomplete.

- (d) *Signature.* A person who seeks a sexually oriented business employee license under this section shall sign the application for a license. If a person who seeks a sexually oriented business license under this section is an individual, he shall sign the application for a license as applicant. If a person who seeks a sexually oriented business license is other than an individual, each person with an influential interest in the sexually oriented business or in a legal entity that controls the sexually oriented business shall sign the application for a license as applicant. Each applicant must be qualified under this chapter and each applicant shall be considered a licensee if a license is granted.
- (e) *Confidentiality.* The information provided by an applicant in connection with an application for a license under this chapter shall be maintained by the office of the city manager on a confidential basis, and such information may be disclosed only as may be required, and only to the extent required, by governing law or court order. Any information protected by the right to privacy as recognized by state or federal law shall be redacted prior to such disclosure.

Sec. 12-1004. - Issuance of license.

- (a) *Business license.* Upon the filing of a completed application for a sexually oriented business license, the city manager shall immediately issue a temporary license to the applicant if the completed application is from a preexisting sexually oriented business that is lawfully operating in the city and the completed application, on its face, indicates that the applicant is entitled to an annual sexually oriented business license. The temporary license shall expire upon the final decision of the city to deny or grant an annual license. Within 30 days of the filing of a completed sexually oriented business license application, the city manager shall either issue a license to the

applicant or issue a written notice of intent to deny a license to the applicant. The city manager shall issue a license unless:

- (1) An applicant is less than 18 years of age.
 - (2) An applicant has failed to provide information required by this chapter for issuance of a license or has falsely answered a question or request for information on the application form.
 - (3) The license application fee required by this chapter has not been paid.
 - (4) The sexually oriented business, as defined herein, is not in compliance with the interior configuration requirements of this chapter.
 - (5) The sexually oriented business, as defined herein, is not in compliance with the locational requirements of any other part of this Code. However, this ground for denial of a license to operate a sexually oriented business shall not prevent issuance or renewal of a license for a sexually oriented business that was in a location where a sexually oriented business was allowed under law prior to the effective date of this chapter, provided that the sexually oriented business has not been discontinued for a continuous period of six months; has not been enlarged; expanded, moved, or otherwise altered in any manner that increases the degree of nonconformity; and has not had its structure destroyed to an extent exceeding 60 percent of the structure's fair market value at the time of destruction.
 - (6) Any sexually oriented business in which an applicant has had an influential interest, has, in the previous five years (and at a time during which the applicant had the influential interest):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Been subject to an order of closure.
 - (7) An applicant has been convicted of or pled guilty or nolo contendere to a specified criminal activity, as defined in this chapter.
- (b) *Employee license.* The city manager or designee shall issue a license unless:
- (1) The applicant is less than 18 years of age.
 - (2) The applicant has failed to provide information as required by this chapter for issuance of a license or has falsely answered a question or request for information on the application form.
 - (3) The license application fee required by this chapter has not been paid.
 - (4) Any sexually oriented business in which the applicant has had an influential interest, has, in the previous five years (and at a time during which the applicant had the influential interest):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Been subject to an order of closure.
 - (5) The applicant has been convicted of or pled guilty or nolo contendere to a specified criminal activity, as defined in this chapter.

- (c) *License information.* The license, if granted, shall state on its face the name of the person or persons to whom it is granted, the number of the license issued to the licensees, the expiration date, and, if the license is for a sexually oriented business, the address of the sexually oriented business. The sexually oriented business license shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it may be read at any time that the business is occupied by patrons or is open to the public. A sexually oriented business employee shall keep the employee's license on his person or on the premises where the licensee is then working or performing.
- (d) *Location requirements.* A license granted under this section does not excuse compliance with, or authorize the violation of, any location or zoning requirements for sexually oriented businesses in effect in the city.

Sec. 12-1005. - Fees.

The fees charged for the initial license and annual renewal licenses for sexually oriented business and sexually oriented business employee licenses shall be as established by the council, or its designee, in the city's fee schedule.

Sec. 12-1006. - Inspection.

Sexually oriented businesses and sexually oriented business employees shall permit the city manager, his or her designee, and/or the city manager's agents to inspect, from time to time on an occasional basis, the portions of the sexually oriented business premises where patrons are permitted, for the purpose of ensuring compliance with the specific regulations of this chapter, during those times when the sexually oriented business is occupied by patrons or is open to the public. These inspections may occur at any time during a sexually oriented business' normal hours of operation without an appointment. This section shall be narrowly construed by the city to authorize reasonable inspections of the licensed premises pursuant to this chapter, but not to authorize a harassing or excessive pattern of inspections.

Sec. 12-1007. - Expiration and renewal of license.

- (a) Each license shall remain valid for a period of one calendar year from the date of issuance unless otherwise suspended or revoked. Such license may be renewed only by making application and payment of a fee as provided in this chapter.
- (b) Application for renewal of an annual license should be made at least 90 days before the expiration date of the current annual license, and when made less than 90 days before the expiration date, the expiration of the current license will not be affected.

Sec. 12-1008. - Suspension.

- (a) The city manager or his or her designee shall issue a written notice of intent to suspend a sexually oriented business license for a period not to exceed 30 days if the sexually oriented business licensee has knowingly or recklessly violated this chapter or has knowingly or recklessly allowed an employee or any other person to violate this chapter.

- (b) The city manager shall issue a written notice of intent to suspend a sexually oriented business employee license for a period not to exceed 30 days if the employee licensee has knowingly or recklessly violated this chapter.

Sec. 12-1009. - Revocation.

- (a) The city manager or designee shall issue a written notice of intent to revoke a sexually oriented business license or a sexually oriented business employee license, as applicable, if the licensee knowingly or recklessly violates this chapter or has knowingly or recklessly allowed an employee or any other person to violate this chapter and a suspension of the licensee's license has become effective within the previous 12-month period.
- (b) The city manager shall issue a written notice of intent to revoke a sexually oriented business license or a sexually oriented business employee license, as applicable, if:
 - (1) The licensee has knowingly given false information in the application for the sexually oriented business license or the sexually oriented business employee license;
 - (2) The licensee has knowingly or recklessly engaged in or allowed possession, use, or sale of controlled substances on the premises of the sexually oriented business;
 - (3) The licensee has knowingly or recklessly engaged in or allowed prostitution on the premises of the sexually oriented business;
 - (4) The licensee knowingly or recklessly operated the sexually oriented business during a period of time when the license was finally suspended or revoked;
 - (5) The licensee has knowingly or recklessly engaged in or allowed any specified sexual activity or specified criminal activity to occur in or on the premises of the sexually oriented business;
 - (6) The licensee has knowingly or recklessly allowed a person under the age of 21 years to consume alcohol on the premises of the sexually oriented business;
 - (7) The licensee has knowingly or recklessly allowed a person under the age of 18 years to appear in a semi-nude condition or in a state of nudity on the premises of the sexually oriented business; or
 - (8) The City has found violations of City's Code that jeopardize the public health and safety.
- (c) The fact that any relevant conviction is being appealed shall have no effect on the revocation of the license, provided that, if any conviction which serves as a basis of a license revocation is overturned or reversed on appeal, that conviction shall be treated as null and of no effect for revocation purposes.
- (d) When, after the notice and hearing procedure described in this chapter, the city revokes a license, the revocation shall continue for one year and the licensee shall not be issued a sexually oriented business license or sexually oriented business employee license for one year from the date revocation becomes effective.

Sec. 12-1010- Hearing; license denial, suspension, revocation; appeal.

(a) Notice of intent; response.

- (1) When the city manager or designee issues a written notice of intent to deny, suspend, or revoke a license, the city manager or designee shall immediately send such notice, which shall include the specific grounds under this chapter for such action, to the applicant or licensee (respondent) by personal delivery or certified mail. The notice shall be directed to the most current business address or other mailing address on file with the city manager or designee for the respondent. The notice shall also set forth the following: The respondent shall have ten days after the delivery of the written notice to submit, at the office of the city manager or designee, a written request for a hearing. If the respondent does not request a hearing within the ten days, the city manager's or designee's written notice shall become a final denial, suspension, or revocation, as the case may be, on the 30th day after it is issued, and shall be subject to the provisions of subsection (b) of this section.
 - (2) If the respondent does make a written request for a hearing within the ten days, then the city manager or designee shall, within ten days after the submission of the request, send a notice to the respondent indicating the date, time, and place of the hearing. The hearing shall be conducted not less than ten days nor more than 20 days after the date that the hearing notice is issued. The city shall provide for the hearing to be transcribed.
 - (3) At the hearing, the respondent shall have the opportunity to present all of respondent's arguments and to be represented by counsel, present evidence and witnesses on his behalf, and cross examine any of the city manager's or designee's witnesses. The city shall also be represented by counsel, and shall bear the burden of proving the grounds for denying, suspending, or revoking the license. The hearing shall take no longer than two days, unless extended at the request of the respondent to meet the requirements of due process and proper administration of justice. The hearing officer shall issue a final written decision, including specific reasons for the decision pursuant to this chapter, to the respondent within five days after the hearing.
 - (4) If the decision is to deny, suspend, or revoke the license, the decision shall advise the respondent of the right to appeal such decision to the superior court of the county, and the decision shall not become effective until the 30th day after it is rendered. If the hearing officer's decision finds that no grounds exist for denial, suspension, or revocation of the license, the hearing officer shall, contemporaneously with the issuance of the decision, order the city manager or designee to immediately withdraw the intent to deny, suspend, or revoke the license and to notify the respondent in writing by certified mail of such action. If the respondent is not yet licensed, the city manager or designee shall contemporaneously therewith issue the license to the applicant.
- (b) If any court action challenging a licensing decision is initiated, the city shall prepare and transmit to the court a transcript of the hearing within 30 days after receiving written notice of the filing of the court action. The city shall consent to expedited briefing and/or disposition of the action, shall comply with any expedited schedule set by the court, and shall facilitate prompt judicial review of the proceedings. The

following shall apply to any sexually oriented business that is lawfully operating as a sexually oriented business, or any sexually oriented business employee that is lawfully employed as a sexually oriented business employee, on the date on which the completed business or employee application, as applicable, is filed with the city manager: Upon the filing of any court action to appeal, challenge, restrain, or otherwise enjoin the city's enforcement of any denial, suspension, or revocation of a temporary license or annual license, the city manager shall immediately issue the respondent a provisional license. The provisional license shall allow the respondent to continue operation of the sexually oriented business or to continue employment as a sexually oriented business employee and will expire upon the court's entry of a judgment on the respondent's appeal or other action to restrain or otherwise enjoin the city's enforcement.

Sec. 12-1011. - Transfer of license.

A licensee shall not transfer his license to another, nor shall a licensee operate a sexually oriented business under the authority of a license at any place other than the address designated in the sexually oriented business license application.

Sec. 12-1012. - Hours of operation.

No sexually oriented business shall be or remain open for business between 12:00 midnight and 6:00 a.m. on any day after January 1, 2018.

Sec. 12-1013. - Regulations pertaining to exhibition of sexually explicit films on premises.

- (a) A person who operates or causes to be operated a sexually oriented business which exhibits in a booth or viewing room on the premises, through any mechanical or electronic image-producing device, a film, videocassette, digital video disc, or other video reproduction characterized by an emphasis on the display of specified sexual activities or specified anatomical areas shall comply with the following requirements.
 - (1) Each application for a sexually oriented business license shall contain a diagram of the premises showing the location of all operator's stations, booths or viewing rooms, overhead lighting fixtures, and restrooms, and shall designate all portions of the premises in which patrons will not be permitted. Restrooms shall not contain equipment for displaying films, videocassettes, digital video discs, or other video reproductions. The diagram shall also designate the place at which the license will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram shall be oriented to the north or to some designated street or object and shall be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six inches. The city manager may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

- (2) It shall be the duty of the operator, and of any employees present on the premises, to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted.
 - (3) The interior premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than 5.0 foot candles as measured at the floor level. It shall be the duty of the operator, and of any employees present on the premises, to ensure that the illumination described in this subsection is maintained at all times that the premises is occupied by patrons or open for business.
 - (4) It shall be the duty of the operator, and of any employees present on the premises, to ensure that no specified sexual activity occurs in or on the licensed premises.
 - (5) It shall be the duty of the operator to post conspicuous signs in well-lighted entry areas of the business stating all of the following:
 - a. That the occupancy of viewing rooms less than 150 square feet is limited to one person.
 - b. That specified sexual activity on the premises is prohibited.
 - c. That the making of openings between viewing rooms is prohibited.
 - d. That violators will be required to leave the premises.
 - e. That violations of these regulations are unlawful.
 - (6) It shall be the duty of the operator to enforce the regulations articulated in subsections (a)(5)a through e of this section.
 - (7) The interior of the premises shall be configured in such a manner that there is an unobstructed view from an operator's station of every area of the premises, including the interior of each viewing room but excluding restrooms, to which any patron is permitted access for any purpose. An operator's station shall not exceed 32 square feet of floor area. If the premises have two or more operator's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose, excluding restrooms, from at least one of the operator's stations. The view required in this subsection must be by direct line of sight from the operator's station. It is the duty of the operator to ensure that at least one employee is on duty and situated in each operator's station at all times that any patron is on the premises. It shall be the duty of the operator, and it shall also be the duty of any employees present on the premises, to ensure that the view area specified in this subsection remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials or enclosures at all times that any patron is present on the premises.
 - (8) It shall be the duty of the operator to ensure that no porous materials are used for any wall, floor, or seat in any booth or viewing room.
- (b) It is unlawful for a person having a duty under subsections (a)(1) through (8) of this section to knowingly or recklessly fail to fulfill that duty.

- (c) No patron shall knowingly or recklessly enter or remain in a viewing room less than 150 square feet in area that is occupied by any other patron.
- (d) No patron shall knowingly or recklessly be or remain within one foot of any other patron while in a viewing room that is 150 square feet or larger in area.
- (e) No person shall knowingly or recklessly make any hole or opening between viewing rooms.

Sec. 12-1014. - Loitering, exterior lighting and monitoring, and interior lighting requirements.

- (a) It shall be the duty of the operator of a sexually oriented business to ensure that at least two conspicuous signs stating that no loitering is permitted on the premises are posted on the premises; designate one or more employees to monitor the activities of persons on the premises by visually inspecting the premises at least once every 90 minutes or inspecting the premises by use of video cameras and monitors; and provide lighting to the exterior premises to provide for visual inspection or video monitoring to prohibit loitering. Said lighting shall be of sufficient intensity to illuminate every place to which customers are permitted access at an illumination of not less than 1.0 foot candle as measured at the floor level. If used, video cameras and monitors shall operate continuously at all times that the premises are open for business. The monitors shall be installed within an operator's station.
- (b) It shall be the duty of the operator of a sexually oriented business to ensure that the interior premises shall be equipped with overhead lighting of sufficient intensity to illuminate every place to which customers are permitted access at an illumination of not less than 5.0 foot candles as measured at the floor level and the illumination must be maintained at all times that any customer is present in or on the premises.
- (c) No sexually oriented business shall erect a fence, wall, or similar barrier that prevents any portion of the parking lots for the establishment from being visible from a public right-of-way.
- (d) It is unlawful for a person having a duty under this section to knowingly or recklessly fail to fulfill that duty.

Sec. 12-1015. - Penalties and enforcement.

- (a) A person who violates any of the provisions of this chapter shall be guilty of a violation and, upon conviction, shall be punishable by fines not to exceed \$1,000.00 per violation, or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day a violation is committed, or permitted to continue, shall constitute a separate offense and shall be fined as such.
- (b) Any violation under this chapter shall be enforced by the city manager or his or her designee, the City of South Fulton Police Department, or the City of South Fulton Planning and Zoning Board.
- (c) Any premises, building, dwelling, or other structure in which a sexually oriented business is repeatedly operated or maintained in violation of this chapter shall

constitute a nuisance and shall be subject to civil abatement proceedings in a court of competent jurisdiction.

- (d) The city's legal counsel is authorized to institute civil proceedings necessary for the enforcement of this chapter to enjoin, prosecute, restrain, or correct violations hereof. Such proceedings shall be brought in the name of the city, provided, however, that nothing in this section and no action taken hereunder, shall be held to exclude such criminal or administrative proceedings as may be authorized by other provisions of this chapter, or any of the laws in force in the city or to exempt anyone violating this code or any part of the laws from any penalty which may be incurred.

Sec. 12-1016. - Prohibited conduct.

- (a) No patron, employee, or any other person shall knowingly or intentionally, in a sexually oriented business, appear in a state of nudity or engage in a specified sexual activity.
- (b) No person shall knowingly or intentionally, in a sexually oriented business, appear in a semi-nude condition unless the person is an employee who, while semi-nude, remains at least six feet from all patrons and on a stage at least 18 inches from the floor in a room of at least 600 square feet.
- (c) No employee who appears semi-nude in a sexually oriented business shall knowingly or intentionally touch a customer or the clothing of a customer on the premises of a sexually oriented business. No customer shall knowingly or intentionally touch such an employee or the clothing of such an employee on the premises of a sexually oriented business.
- (d) No person shall possess, use, or consume alcoholic beverages on the premises of a sexually oriented business after January 2, 2019.
- (e) No person shall knowingly or recklessly allow a person under the age of 18 years to be or remain on the premises of a sexually oriented business.
- (f) No operator of a sexually oriented business shall knowingly or recklessly allow a room in the sexually oriented business to be simultaneously occupied by any patron and any employee who is semi-nude or who appears semi-nude on the premises of the sexually oriented business, unless an operator of the sexually oriented business is present in the same room.
- (g) No operator or licensee of a sexually oriented business shall violate the regulations in this section or knowingly or recklessly allow an employee or any other person to violate the regulations in this section.
- (h) A sign in a form to be prescribed by the city manager, and summarizing the provisions of subsections (a) through (e) of this section, shall be posted near the entrance of the sexually oriented business in such a manner as to be clearly visible to patrons upon entry. No person shall cover, obstruct, or obscure the sign.

Sec. 12-1017 - Scienter required to prove violation or business licensee liability.

This chapter does not impose strict liability. Unless a culpable mental state is otherwise specified herein, a showing of a reckless mental state is necessary to establish a violation of a provision of this chapter. Notwithstanding anything to the contrary, for the purposes of this chapter, an act by an employee that constitutes grounds for suspension or revocation of that employee's license shall be imputed to the sexually oriented business licensee for purposes of finding a violation of this chapter, or for purposes of license denial, suspension, or revocation, only if an officer, director, or general partner, or a person who managed, supervised, or controlled the operation of the business premises, knowingly or recklessly allowed such act to occur on the premises. It shall be a defense to liability that the person to whom liability is imputed was powerless to prevent the act.

Sec. 12-1018. - Spacing requirements.

- (a) It is unlawful to establish, operate, or cause to be operated a sexually oriented business in the city within 1,500 feet of another sexually oriented business. Measurements for this subsection shall be made in a straight line without regard to intervening structures or objects, between the closest points on the property lines of the two sexually oriented businesses.
- (b) It is unlawful to establish, operate, or cause to be operated a sexually oriented business in the city within 1,500 feet of a daycare facility, park, place of worship, public library, rehabilitation center, residential district, or school. Measurements for this subsection shall be made in a straight line without regard to intervening structures or objects, from the closest part of the structure containing the sexually oriented business to the closest point on the boundary line of the residential district or the closest point on the property line of the place of worship, park, or public library.

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3: If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

Section 4: This ordinance shall become effective immediately upon its adoption by the City Council.

The foregoing Ordinance No. **2017-034** adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

“SECOND READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____ 2017.

CITY OF SOUTH FULTON, GEORGIA

“SECOND READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE NO. 2017-035

AMENDMENT TO ORDINANCE No. 2017-017

**AN ORDINANCE TO AMEND TITLE 7 OF THE CITY OF SOUTH FULTON
CODE OF ORDINANCES; TO PROVIDE FOR A QUARTERLY REPORT FROM
THE MUNICIPAL COURT; AND FOR OTHER PURPOSES.**

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City Council is authorized by O.C.G.A. § 36-32-1, *et seq.* to establish and maintain a municipal court having jurisdiction over the violation of City ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal court; and

WHEREAS, pursuant to City Charter Sections 5.10 and 5.13, the City is authorized to create a municipal court for the purpose of serving the City by punishing violations of the City Charter, City ordinances, and other such violations as provided by law; and

WHEREAS, pursuant to City Charter Sections 6.22 through 6.25 the City Council adopts the annual operating budget for the City and would benefit from regular reports on the municipal court’s dockets, accounts, citations, and other business.

THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY AMENDS
Ordinance 2017-017 to include the following Section:

Sec. 7-1002. - Judges.

(g) The Chief Municipal Court Judge, or his or her designee, shall provide a quarterly report to the Mayor and the City Council to include information on the volume of the court’s docket, remitted fines and payments to the city, citations issued, and any other information determined to be relevant or which is requested by the City Council.

The foregoing Ordinance No. **2017-035** adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

“SECOND READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____ 2017. **CITY OF
SOUTH FULTON, GEORGIA**

“SECOND READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE NO. 2017-036

AMENDMENT TO ORDINANCE No. 2017-017

**AN ORDINANCE TO AMEND TITLE 7 OF THE CITY OF SOUTH FULTON
CODE OF ORDINANCES; TO PROVIDE FOR THE PAYMENT OF COSTS
INCURRED BY THE CITY OF SOUTH FULTON BY THE DEFENDANT UPON
CONVICTION.**

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City Council is authorized by O.C.G.A. § 36-32-1, *et seq.* to establish and maintain a municipal court having jurisdiction over the violation of City ordinances and over such other matters as are by general law made subject to the jurisdiction of municipal court; and

WHEREAS, pursuant to City Charter Sections 5.10 and 5.13, the City is authorized to create a municipal court for the purpose of serving the City by punishing violations of the City Charter, City ordinances, and other such violations as provided by law; and

WHEREAS, pursuant to O.C.G.A. § 17-11-1, the municipal court may require a criminal defendant to pay all costs accruing in the committing and trial courts upon conviction and the judgment shall act as a lien from the date of the arrest on all property of the defendant.

THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY AMENDS
Ordinance 2017-017 to include the following Section:

Sec. 7-1011. – Payment of Costs.

- (a) The costs in all cases tried before the municipal court shall be set at the discretion of the municipal court judge. Costs include all costs accrued in the committing and trial court and by any officer pending the prosecution, including but not limited to all costs incurred by the City to house the individual in the City’s jail facilities.
- (b) Upon conviction, the costs may be charged and collected from the defendant at the discretion of the judge.

The foregoing Ordinance No. **2017-036** adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

“SECOND READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____ 2017. CITY OF
SOUTH FULTON, GEORGIA

“SECOND READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET



PUBLIC NOTICE

The Mayor and the City Council of the City of South Fulton will consider an ordinance to amend the Charter of the City of South Fulton amending Section 1.10 changing the name of the City to the City of “Renaissance.”

Pursuant to O.C.G.A. § 36-35-3, a copy of the proposed ordinance is on file in the Office of the Clerk of the City of South Fulton and the Office of the Clerk of the Superior Court of Fulton County for the purpose of examination and inspection by the public.

If you have any questions or concerns, please contact the City of South Fulton, City Hall at www.cityofsouthfultonga.gov or call 470-809-7712.

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE NO. 2017-037

**AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF SOUTH
FULTON AMENDING SECTION 1.10 CHANGING THE NAME OF THE CITY
TO THE CITY OF “RENAISSANCE”**

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, Section 1.10 of the City Charter declares that the City shall be incorporated under the name of the “City of South Fulton;”

WHEREAS, Article IX Section II Paragraph II of the Constitution of the State of Georgia, entitled Home Rule for Municipalities, allows the General Assembly of the State of Georgia to provide by law for the self-government of municipalities, which the General Assembly has done with the Municipal Home Rule Act of 1965, O.C.G.A. § 36-35-1 *et seq.*;

WHEREAS, O.C.G.A. § 36-35-3 permits a municipality to amend its charter after 12 months have elapsed after the referendum to establish the City;

WHEREAS, the Citizens of the City voted to incorporate the City on November 8, 2016;

WHEREAS, O.C.G.A. § 36-35-3 allows municipal charters to be amended by ordinances duly adopted at two regular consecutive meetings of the municipal governing authority, not less than seven nor more than 60 days apart;

WHEREAS, on November 13, 2017, the City Council informally voted to change the name of the City to the City of “Renaissance;”

WHEREAS, pursuant to O.C.G.A. § 36-35-3, the required notice has been published in the Fulton County Daily Report once a week for three weeks prior to its final adoption, and a copy of the proposed amendment has been on file in the Office of the Clerk of the City of South Fulton and in the Office of the Clerk of the Superior Court of Fulton County, Georgia, all as required by law; and

WHEREAS, the required notice has been published within the statutory period of 60 days immediately preceding the final adoption of this Ordinance amending the Charter; and

WHEREAS, the title of this Ordinance has been read and the Ordinance duly adopted at two consecutive City Council meetings not less than 7 nor more than 60 days apart as required by Georgia law.

NOW THEREFORE, in accordance with O.C.G.A. § 36-35-3, the Mayor and City Council of the City of South Fulton, Georgia, pursuant to their authority, do hereby adopt this Ordinance so that the Charter of the City of South Fulton is hereby as follows:

Section 1: That the Charter of the City of South Fulton shall be amended in accordance with the above so that upon proper passage, the name of the City shall no longer be the “City of South Fulton” but shall be the City of “Renaissance.”

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3: If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

Section 4: This ordinance shall become effective immediately upon its adoption by the City Council.

The foregoing **Ordinance No. 2017-037** was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Catherine Foster Rowell,	_____	_____
Mayor Pro Tem		
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____ 2017.

CITY OF SOUTH FULTON, GEORGIA

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET



CITY OF SOUTH FULTON
COMMISSION AGENDA ITEM



SUBJECT: Insurance Premium Taxation Ordinance

DATE OF MEETING: November 28, 2017

DEPARTMENT: Finance

Work Session ()
Regular Meeting (x)
Recommendation ()
Policy/Discussion ()
Presentation ()
Other ()

BACKGROUND: (HISTORY, FACTS AND ISSUES)

To impose license fees on insurers conducting business within the City of South Fulton, Georgia; to impose a gross premium tax on insurers operating within the State of Georgia; to provide an effective date; to repeal conflicting ordinances; and other purposes.

RECOMMENDED ACTION:

DEPARTMENT HEAD: Frank S. Milazi _____ **DATE:** _____

BUDGET: None

FUNDING SOURCE: N/A

Account:

FINANCE APPROVAL: _____ **DATE:** _____

ADMINISTRATIVE COMMENTS AND RECOMMENDATION: _____

CITY MANAGER

DATE

Action Taken By Council: _____

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE No. 2017-038

ADOPTION OF INSURANCE PREMIUM TAXATION ORDINANCE

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, Section 1.12(b)(41) of the City Charter authorizes the City Council to impose those taxes that may be allowed by law;

WHEREAS, Chapter 8 of Title 33 of the Official Code of Georgia Annotated authorizes municipalities to impose premium taxes of life insurance policies;

WHEREAS, through Ordinance No. 2017-007, the City Council adopted and imposed Insurance Premium Taxes, which are codified in Chapter 6 of Title 2 of the City of South Fulton Code of Ordinances;

WHEREAS, the City Council seeks to recodify the Insurance Premium Tax with this ordinance;

THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS
as follows:

Section 1: Chapter 6, Insurance Premium Taxes, of Title 2, Taxation, is hereby repealed in its entirety and replaced with the following:

Title 2: TAXATION

CHAPTER 6 - INSURANCE PREMIUM TAXES

Sec. 2-6001. - Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Gross direct premiums* means gross direct premiums as used in O.C.G.A. § 33-8-4.

(b) *Insurer* means a company that is authorized to transact business in any

classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 2-6002. – Insurers License Fees

There is hereby levied for the year 2018 and for each year thereafter an annual license fee upon each insurer doing business within the City of South Fulton, Georgia in the amount of one hundred fifty dollars (\$150.00). For each separate business location in excess of one not covered by Section 2-6003, which is operating on behalf of such insurers within the City of South Fulton, Georgia, there is hereby levied a license fee in the amount of one hundred fifty dollars (\$150.00).

Sec. 2-6003. - License Fees for Insurers Insuring Certain Risks at Additional Business Locations

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance said insurer shall pay an additional license fee of fifty-two and 50/100 dollars (\$52.50) per location for the year 2018 and for each year thereafter.

Sec. 2-6004. – Gross Premiums Tax Imposed on Life Insurers

There is hereby levied for the year 2018 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the State of Georgia in an amount equal to one percent (1%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Sections 2-6002 and 2-6003 of this ordinance.

Sec. 2-6005. – Gross Premiums Tax, All Other Insurers

There is hereby levied for the year 2017 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in subsection 1 of O.C.G.A. § 33-3-5, doing business within the State of Georgia in an amount equal to two and one-half percent (2.5%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2. Gross direct premiums as used in the section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Sections 2-6002 and 2-6003 of this Code of Ordinances.

Sec. 2-6006. – Due Date for License Fees

License fees imposed in Sections 2-6002 and 2-6003 of this Code of Ordinances shall be due and payable on the first day of January and on the first date of each subsequent year.

Section 2-6007. – Administrative Provisions

The City Clerk is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within 45 days of its enactment.

Section 2: Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 3: Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date

Except for Code of Ordinance Section 2-6007, this Code Section shall become effective on January 1, 2018. Section 2-6007 of this Ordinance shall become effective immediately upon the Mayor's signature.

The foregoing Resolution No. **2017-038**, was adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

“FIRST READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS RESOLUTION adopted this _____ day of _____ 2017. **CITY OF SOUTH FULTON, GEORGIA**

“FIRST READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET



CITY OF SOUTH FULTON

COMMISSION AGENDA ITEM



SUBJECT: Emergency Ordinance establishing Regular Intervals of Court

Work Session ()

Regular Meeting (X)

Recommendation ()

Policy/Discussion ()

Presentation ()

Other ()

DATE OF MEETING: November 28, 2017

DEPARTMENT: Municipal Court

BACKGROUND: (HISTORY, FACTS AND ISSUES)

This Ordinance establishes the fixed court calendars. A permanent ordinance will be presented at the Council's next meeting.

RECOMMENDED ACTION: Approval

DEPARTMENT HEAD: Judge Tiffany C. Sellers

DATE: November 21, 2017

BUDGET:

FUNDING SOURCE:

Account: Municipal Court

FINANCE APPROVAL: _____ **DATE:** _____

ADMINISTRATIVE COMMENTS AND RECOMMENDATION: _____

CITY MANAGER

DATE

Action Taken By Council: _____

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

ORDINANCE NO. 2017-039

**AN EMERGENCY ORDINANCE TO ESTABLISH THE CONVENING OF THE
MUNICIPAL COURT AT REGULAR INTERVALS**

WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, Section 5.12 of the City Charter requires the regular intervals of the Court to be established by ordinance;

WHEREAS, the municipal court is set to convene beginning December 12, 2017;

WHEREAS, Section 3.18 permits the City Council to adopt an emergency ordinance to address public emergency affects the public peace;

WHEREAS, the City Council deems the convening of the municipal court to be a public emergency affecting public peace as failure to do so would cause significant backlog and prevent the speedy adjudication of ordinance violations; and

WHEREAS, the City finds it to be in the best public interest and for the protection of the public welfare to establish regular intervals for the convening of the municipal court.

NOW THEREFORE, the Mayor and City Council of the City of South Fulton, Georgia, pursuant to their authority, do hereby adopt this Emergency Ordinance as follows:

Section 1: The Municipal Court shall be convened in regular intervals as follows:

- Every Tuesday at 9:30am and 1:30pm: Plea and Arraignment
- 1st and 3rd Wednesday at 1:30pm: Miscellaneous
- 2nd and 4th Wednesday at 1:30pm: Motion Calendars/Probation Status/Probation Revocation
- Every Wednesday at 5:30pm: Failure to Appear (FTA)
- Every Thursday at 10:00am and 5:00pm: Bench Trial

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3: If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

Section 4: This ordinance shall become effective immediately upon its adoption by the City Council.

The foregoing Ordinance No. **Ord2017-039**, was adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

“FIRST READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell, Mayor Pro Tem	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Rosie Jackson	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

THIS ORDINANCE adopted this _____ day of _____ 2017.

CITY OF SOUTH FULTON, GEORGIA.

“FIRST READING”

WILLIAM “BILL” EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY



DIVIDER SHEET



CITY OF SOUTH FULTON
COMMISSION AGENDA ITEM



SUBJECT: Financial Update

DATE OF MEETING: November 28, 2017

DEPARTMENT: Finance

Work Session ()
Regular Meeting (x)
Recommendation ()
Policy/Discussion ()
Presentation ()
Other ()

BACKGROUND: (HISTORY, FACTS AND ISSUES)

Update on our Financial status following the late tax billing, collection and Tax Note Anticipation (TAN) payment.

RECOMMENDED ACTION:

DEPARTMENT HEAD: Frank S. Milazi _____ **DATE:** _____

BUDGET: None

FUNDING SOURCE: N/A

Account:

FINANCE APPROVAL: _____ **DATE:** _____

ADMINISTRATIVE COMMENTS AND RECOMMENDATION: _____

CITY MANAGER

DATE

Action Taken By Council: _____